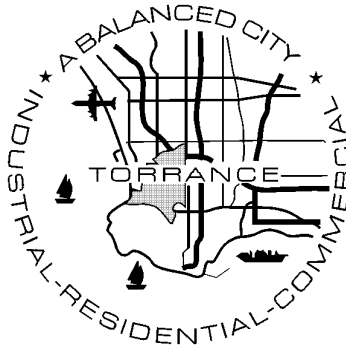


**PROPOSAL, SPECIFICATIONS, BOND  
AND AFFIDAVIT  
FOR THE CONSTRUCTION OF  
MEDIAN ISLAND IMPROVEMENTS  
FOR THE BEAUTIFICATION OF  
HAWTHORNE BOULEVARD  
FROM  
DEL AMO BOULEVARD TO TORRANCE BOULEVARD**

**B2012-02**



**JEFFERY W. GIBSON  
Community Development Director  
April 2012**

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## **NOTICE INVITING BIDS**

**CITY OF TORRANCE,  
CALIFORNIA**

**NOTICE INVITING BIDS**

Notice is hereby given that sealed bids for performing the following described work will be received at the Office of the City Clerk of the City of Torrance, California, **until 2:00 p.m. on Thursday, May 3, 2012**, after which time they will be publicly opened and read at 2:15 p.m. in the Council Chambers of said City:

**CONSTRUCTION OF MEDIAN ISLAND IMPROVEMENTS FOR THE  
BEAUTIFICATION OF HAWTHORNE BOULEVARD FROM DEL AMO BOULEVARD  
TO TORRANCE BOULEVARD**

**B2012-02**

Plans, Bid Schedule and Specifications are available for viewing and printing by prospective bidders and subcontractors on the City's website at <http://www.torranceca.gov/21532.htm>.

Those who only view and/or print the Plans, Bid Schedule and Specifications from the City's website are not automatically added to the City's Plan Holder list for this project. In order to be added, **the official and required form of Proposal must be obtained at the Office of the City Clerk (310) 618-2870, City Hall 3031 Torrance Boulevard, Torrance, California. There is no cost if picked up at City Hall. A payment of \$5 is required if requested by mail.** The amount includes tax and is not refundable. A prospective bidder must provide to the City Clerk the firm's name, address, telephone and fax numbers, a contact person and **a valid email address**. This will ensure that your firm is listed as a "Plan Holder" and that you will be informed of any and all information issued subsequent to obtaining the official form of Proposal. Addenda will be issued only by email and only to those that provide the required information to the City Clerk. Receipt of any Addendum must be acknowledged by a bidder in its submitted form of Proposal.

Full-size 24" x 36" Plans and a bound Specifications booklet may also be obtained at the Office of the City Clerk (310) 618-2870, City Hall, 3031 Torrance Boulevard, Torrance, California upon payment of \$40 if picked up at City Hall, or payment of \$50 if requested by mail. Both amounts include tax. Neither amount is refundable. The \$40 includes a copy of the official form of Proposal.

If requesting any item(s) by mail, please send check to the following:

**CITY OF TORRANCE  
OFFICE OF THE CITY CLERK  
3031 TORRANCE BOULEVARD  
TORRANCE, CA 90509**

**ATTN: B2012-02**

The Engineer's estimate of the contract total is between \$475,000 and \$500,000. All work shall be completed within 45 working days from the date of the Notice to Proceed (NTP).

Per Division 2, Chapter 2 of the Torrance Municipal Code, the Torrance City Council may reject any and all bids, waive any informality or irregularity in such bids, and determine the lowest responsible bidder.

No Facsimile Bids shall be accepted by the City.

Substitution of securities for withheld funds is permitted per Section 22300 of the Public Contract Code.

The City has determined that a Class C Contractor's license is necessary to bid this project.

By order of the City Council of the City of Torrance, California.

For further information, please contact Henry Sakamoto at the Community Development Department at (310) 618-5865.

## **INSTRUCTIONS TO BIDDERS**

**CITY OF TORRANCE  
CALIFORNIA**

**INSTRUCTIONS TO BIDDERS**

**A. QUALIFICATION OF BIDDERS**

**1. Competency of Bidders**

The Bidder shall be thoroughly competent and capable of satisfactorily performing the Work covered by the Bid. As specified in the Bid Documents, the Bidder shall furnish statements of previous experience on similar work. When requested, the Bidder shall also furnish the plan of procedure proposed; the organization, machinery, plant and other equipment available for the Work; evidence of its financial condition and resources; and any other such documentation as may be required by the City to determine if the Bidder is responsible.

**2. Contractor's License**

At the time of submitting the Bid, the Bidder shall be licensed as a contractor in accordance with the provisions of Chapter 9, Division 3, of the California Business and Professions Code. The required prime contractor license class for the Work is shown in the project Notice Inviting Bids. However, the City reserves the right to award the Contract to a contractor with another class if the City determines that the license is proper for the work.

**B. BIDDER RESPONSIBILITY**

A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as ability, fitness, capacity and experience to satisfactorily perform the work.

Bidders are notified that, in accordance with Division 2, Chapter 2 of the Torrance Municipal Code, the City Council may determine whether the Bidder is responsible based on a review of the Bidder's performance on other contracts.

If, based on the provision and criteria in Division 2, Chapter 2 of the Torrance Municipal Code, the Community Development Director proposes not to recommend the award of contract to the apparent low bidder, the Director shall notify the Bidder in writing of its intention to recommend to the City Council that the Council award the contract to the 2<sup>nd</sup> lowest responsible bidder. If the Bidder presents evidence in rebuttal to the recommendation, the Director shall evaluate

the merits of such evidence, and based on that evaluation, make a recommendation to the City Council.

C. ADDENDA TO THE CONTRACT DOCUMENTS

The City may issue Addenda to the Contract Documents during the period of advertising for any reason. The Bidder shall acknowledge the receipt of the Addenda in their Bid. Failure of the Bidder to do so may result in the rejection of the Bid as non-responsive.

D. PREPARATION OF THE BID

1. Examination of Site, Plans and Specifications

Prior to submitting a Bid, the Bidder shall examine the Plans and the Work site, carefully read the Specifications, and satisfy itself that it has the abilities and resources to complete the Work. The Bidder agrees that if it is awarded the Contract, no claim will be made against the City based on ignorance or misunderstanding of the provisions of the Contract Documents, the nature and amount of the work, and the physical and climatic conditions of the work site.

2. Estimated Quantities

The quantities shown in the Bid are approximate only. The Contractor will be paid for the actual quantities of work installed based on field measurements. The City reserves the right to increase or decrease the amount of any item or portion of work to be performed or materials furnished, or to delete any item, in accordance with the Specifications.

3. Bid Instructions and Submissions

The Bid shall be submitted on the Bid Proposal forms included with the Specifications. All Bid Documents must be completed, executed and submitted with the Bid by the Bidder.

Required nine (9) Bid Proposal Documents:

Bidder's Proposal  
Addenda Acknowledgment  
Contractor's Affidavit  
Bid Bond (10%)  
List of Subcontractors  
References (2 pages)



DBE Bidders List  
Violations of Federal or State Law  
Disqualification or Debarment

All prices submitted will be considered as including any and all sales or use taxes.

In the case of discrepancy between unit bid price and total bid, the unit prices shall prevail.

4. Disadvantaged Business Enterprise (DBE) Requirements

This project has no DBE requirements.

E. BID BOND

The Bid must be accompanied by either cash, a certified or cashier's check or a surety bond (bid bond) payable to the City of Torrance. Bids must be submitted on the proposal forms furnished by the Community Development Department. The Bid Guaranty shall be in an amount equivalent to at least 10% of the Total Contract Bid Price.

F. NONRESPONSIVE BIDS AND BID REJECTION

1. A Bid in which any one (1) of the required nine (9) Bid proposal documents are not completed, executed and submitted may be considered non-responsive and be rejected.
2. A Bid in which the Contract Unit Prices are unbalanced, which is incomplete or which shows alteration of form or irregularities of any kind, or which contains any additions or conditional or alternate Bids that are not called for, may be considered non-responsive and be rejected.

G. AWARD OF CONTRACT

In accordance with Division 2, Chapter 2 of the Torrance Municipal Code, the City Council reserves the right to reject any and all bids received, to take all bids under advisement for a period not-to-exceed sixty (60) days after date of opening thereof, to waive any informality or irregularity in the Bid, and to be the sole judge of the merits of material included in the respective bids received.

#### H. EXECUTION OF CONTRACT

After the Contract is awarded, the awardee shall execute the following eight (8) documents:

- Bond (100% of Bid)
- Labor and Material Bond (100% of Bid)
- Contract - Public Works Agreement
- Verification of Insurance Coverage (Certificates and Endorsements)
- Construction or Service Contract Endorsement
- Workers' Compensation Insurance Certificate
- Construction Permit Application Form
- Business License Application Form

#### I. APPRENTICESHIP EMPLOYMENT STANDARDS

The Contractor is directed to the provisions in Sections 1776, 1777.5 and 1777.6 of the California Labor Code concerning the employment of apprentices by the contractor or any subcontractor under them.

#### J. PERMITS, LICENSES AND PUBLIC WORKS AGREEMENT

The Contractor shall procure and execute all permits, licenses, pay all charges and fees, and give all notices necessary and incidental to the completion of the Work. The Contractor shall execute a Public Works Agreement. No fee is charged for a Construction-Excavation Permit issued by the City of Torrance for a public works project. The Contractor shall obtain a City of Torrance Business License.

The Contractor shall be required to obtain a rider to the City of Torrance's encroachment permit from the State.

#### K. INSURANCE

The Contractor shall maintain Automobile Liability, General Liability and Workers' Compensation Insurance as specified in the Public Works Agreement included in the Project Specifications.

#### L. PRE-BID INQUIRIES

A Bidder with a Pre-Bid Inquiry must submit their question(s) in writing to the Torrance Community Development Department. You may email it to Henry Sakamoto, Planning Associate, at [hsakamoto@torranceca.gov](mailto:hsakamoto@torranceca.gov). All questions must be received no later than 5:00 p.m. on the Monday prior to the date for

opening the bids. Questions received after this date may not be considered. For questions of a general nature, a bidder may call Henry Sakamoto directly at (310) 618-5865.

## **BID DOCUMENTS**

## BIDDER'S PROPOSAL

Company: \_\_\_\_\_

Total Bid: \_\_\_\_\_

**PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT  
FOR THE CONSTRUCTION OF MEDIAN ISLAND IMPROVEMENTS FOR THE  
BEAUTIFICATION OF HAWTHORNE BOULEVARD FROM DEL AMO BOULEVARD TO  
TORRANCE BOULEVARD**

**B2012-02**

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Honorable Mayor and Members  
of the Torrance City Council  
Torrance, California

Members of the Council:

In accordance with the Notice Inviting Bids pertaining to the receiving of sealed proposals by the City Clerk of the City of Torrance for the above titled improvement, the undersigned hereby proposes to furnish all Work to be performed in accordance with the Plans, Specifications, Standard Drawings, and the Contract Documents, for the unit price or lump sum set forth in the following schedule:

Item No.	Approx. Qty	Unit	Description	Unit Price	Total Bid
1.	1	LS	TRAFFIC CONTROL		
2.	1	LS	CALTRANS PERMIT AND FEES	\$5000.00	\$5,000.00
3.	1	LS	MISCELLANEOUS REMOVALS & ADJUSTMENTS TO GRADE		
4.	38,530	SF	REMOVE MEDIAN ASPHALT PAVING AND BASE		
5.	14,665	SF	CONCRETE MEDIAN PAVEMENT (COLORED AND SCORED)		

Item No.	Approx. Qty	Unit	Description	Unit Price	Total Bid
6.	6,810	SF	PRECAST CONCRETE PAVERS INCLUDING SAND BASE		
7.	1,415	LF	6" WIDE PCC EDGING		
8.	2	EA	INSTALL CITY-FURNISHED ADVANCE STREET SIGN		
9.	1	LS	IRRIGATION SYSTEM		
10.	255	LF	WELDED STEEL IRRIGATION SLEEVE (BORED/JACKED UNDER STREET)		
11.	4,675	LF	PVC MOISTURE BARRIER BORDERING LANDSCAPE AREAS		
12.	17,060	SF	SOIL AMENDMENT & FINISH GRADING (INCLUDING SOIL FERTILITY TESTING)		
13.	16	EA	TREE (15 GALLON) INCLUDING STAKES & ROOT BARRIER		
14.	56	EA	TREE (24" BOX) INCLUDING STAKES & ROOT BARRIER		
15.	1,572	EA	SHRUB (1 GALLON)		
16.	279	EA	SHRUB (5 GALLON)		
17.	17,060	SF	SHREDDED BARK MULCH		
18.	1	LS	PLANT ESTABLISHMENT AND MAINTENANCE (90 DAYS)		

**TOTAL \$** \_\_\_\_\_

TOTAL: \_\_\_\_\_  
(Words)\*

\_\_\_\_\_  
(Figures)\*

**\*BID MAY BE REJECTED IF TOTAL IS NOT SHOWN IN FIGURES AND WORDS.**

The undersigned furthermore agrees to enter into and execute a contract, with necessary bonds, at the unit prices set forth herein and in case of default in executing such contract, with necessary bonds, the check or bond accompanying this bid and the money payable thereon shall be forfeited thereby to and remain the property of the City of Torrance.

The above unit prices include all work appurtenant to the various items as outlined in the Specifications and all work or expense required for the satisfactory completion of said items. In case of discrepancies between unit prices and totals, the unit prices shall govern.

The undersigned declares that it has carefully examined the Plans, Specifications, and Contract Documents, and has investigated the site of the work and is familiar with the conditions thereon.

\_\_\_\_\_  
Contractor

Date: \_\_\_\_\_ By: \_\_\_\_\_

Contractor's State License Address: \_\_\_\_\_

No. \_\_\_\_\_

Class \_\_\_\_\_ Phone: \_\_\_\_\_

**ACKNOWLEDGMENT OF ADDENDA RECEIVED**

The Bidder shall acknowledge the receipt of addenda by placing an "X" by each addendum received.

Addendum No. 1 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_

Addendum No. 4 \_\_\_\_\_

Addendum No. 5 \_\_\_\_\_

Addendum No. 6 \_\_\_\_\_

Addendum No. 7 \_\_\_\_\_

Addendum No. 8 \_\_\_\_\_

If an addendum or addenda have been issued by the City and not noted above as being received by the Bidder, the Bid Proposal may be rejected.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date



## CONTRACTOR'S AFFIDAVIT

**B2012-02**

1. That he is the

Title

**(Name of Partnership, Corporation, or Sole Proprietorship)**

6. That the Contractor has not accepted any bid from any subcontractor or materialman through any bid depository, the bylaws, rules or regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or materialman, which is not processed through said bid depository, or which

**CONTRACTOR'S AFFIDAVIT (CONTINUED)**

prevent any subcontractor or materialman from bidding to any contractor who does not use the facilities of or accept bids from or through such bid depository;

7. That the Contractor did not, directly or indirectly, submit the Contractor's bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of Individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Contractor in its business.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Subscribed and Sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Notary Public in and for said  
County and State.  
(Seal)

**BID BOND**

**B2012-02**

**KNOW ALL MEN BY THESE PRESENTS:** That we, \_\_\_\_\_

as principal, and \_\_\_\_\_

as sureties, are held and firmly bound unto the City of Torrance, State of California, in the penal sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_), for the payment whereof we hereby bind ourselves, our successors, heirs, executors or administrators jointly and severally, firmly by these presents.

The condition of this obligation is such that, whereas the above bounded principal is about to file with and submit to the City of Torrance a bid or proposal for the performance of certain work as required in the City of Torrance, Project No. B2012-02, said work being: the Construction of Median Island Improvements for the Beautification of Hawthorne Boulevard from Del Amo Boulevard to Torrance Boulevard, and in compliance with the Specifications therefor under an invitation of said City contained in a notice or advertisement for bids or proposals; now if the bid or proposal of the said principal shall be accepted and if the said work be thereupon awarded to the principal by said City and if the said principal shall enter into a contract with the said City in accordance with said bid or proposal, or if the bid or proposal of the said principal is rejected, then this bond shall be void and of no effect and otherwise in full force and effect.

**WITNESS** our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety/Attorney-in-Fact

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Local Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

### **LIST OF SUBCONTRACTORS**

The Bidder is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should familiarize itself with Section 2-3 of the Standard Specifications.

Name under Which Subcontractor is Licensed: \_\_\_\_\_

License Number: \_\_\_\_\_

Address of Office, Mill or Shop: \_\_\_\_\_

Specific Description of Sub-Contract: \_\_\_\_\_

\_\_\_\_\_

Name under Which Subcontractor is Licensed: \_\_\_\_\_

License Number: \_\_\_\_\_

Address of Office, Mill or Shop: \_\_\_\_\_

Specific Description of Sub-Contract: \_\_\_\_\_

\_\_\_\_\_

Name under Which Subcontractor is Licensed: \_\_\_\_\_

License Number: \_\_\_\_\_

Address of Office, Mill or Shop: \_\_\_\_\_

Specific Description of Sub-Contract: \_\_\_\_\_

\_\_\_\_\_

Name Under Which Subcontractor is Licensed: \_\_\_\_\_

License Number: \_\_\_\_\_

Address of Office, Mill or Shop: \_\_\_\_\_

Specific Description of Sub-Contract: \_\_\_\_\_

\_\_\_\_\_

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work which they are to perform. Do not list alternate subcontractors for the same work.

**REFERENCES**

(Work similar in magnitude and degree of difficulty completed by Contractor within the past three [3] years.)

1.     Name (Firm/Agency): \_\_\_\_\_  
       Address: \_\_\_\_\_  
       Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
       Title of Project: \_\_\_\_\_  
       Project Location: \_\_\_\_\_  
       Date of Completion: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_
2.     Name (Firm/Agency): \_\_\_\_\_  
       Address: \_\_\_\_\_  
       Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
       Title of Project: \_\_\_\_\_  
       Project Location: \_\_\_\_\_  
       Date of Completion: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_
3.     Name (Firm/Agency): \_\_\_\_\_  
       Address: \_\_\_\_\_  
       Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
       Title of Project: \_\_\_\_\_  
       Project Location: \_\_\_\_\_  
       Date of Completion: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_

**REFERENCES**

If Contractor has not performed work for the City of Torrance within the last five (5) years, list all work done within said five years (attach additional sheets if necessary). Note if work was done as subcontractor [include only subcontract amount]:

<b>Work Description &amp; Contract Amount</b>	<b>Agency</b>	<b>Date Completed</b>

Contractor's License No.: \_\_\_\_\_ Class: \_\_\_\_\_

Date first obtained: \_\_\_\_\_ Expiration \_\_\_\_\_

Has License ever been suspended or revoked? \_\_\_\_\_

If yes, describe when and why: \_\_\_\_\_

Any current claims against License or Bond? \_\_\_\_\_

If yes, describe claims: \_\_\_\_\_

Principals in Company (List all – attach additional sheets if necessary):

<b><u>NAME</u></b>	<b><u>TITLE</u></b>	<b><u>LICENSE NO.</u></b> <b>(If Applicable)</b>
_____	_____	_____
_____	_____	_____

**DBE**  
**BIDDERS LIST**

All bidders/proposers are required to provide the following information for all DBE and non-DBE contractors or consultants who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor/consultant and must be submitted with their bid/proposal. The City of Torrance will use this information to maintain and update a "Bidders" List to assist in the overall annual DBE goal-setting process.

<b>Firm Name:</b> _____	<b>Phone:</b> _____
<b>Address:</b> _____	<b>Fax:</b> _____
<b>Contact Person:</b> _____	<b>No. of years in business:</b> _____
<b>Is the firm currently certified as a DBE under 49 CFR Part 26: YES: ____ NO: ____</b>	
<b>Type of work/services/materials provided by firm?</b> _____ _____ _____	
<b>What was your firm's Gross Annual receipts for last year?</b>	
<b>Less than \$1 Million</b> <b>Less than \$5 Million</b> <b>Less than \$10 Million</b> <b>Less than \$15 Million</b> <b>More than \$15 Million</b>	

This form can be duplicated if necessary to report all bidders (DBEs and non-DBEs) information.

**VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS**

1. Has your firm or its officers been assessed any penalties by an agency for noncompliance or violations of Federal, State or Local labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

Yes/No: \_\_\_\_\_ Federal/State: \_\_\_\_\_

If "yes," identify and describe, (including agency and status): \_\_\_\_\_

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Have the penalties been paid? Yes/No: \_\_\_\_\_

2. Does your firm or its officers have any ongoing investigations by any public agency regarding violations of the State Labor Code, California Business and Professions Code or State Licensing Laws?

Yes/No: \_\_\_\_\_ Code/Laws: \_\_\_\_\_ Section/Article: \_\_\_\_\_

If "yes," identify and describe, (including agency and status): \_\_\_\_\_

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### **DISQUALIFICATION OR DEBARMENT**

Has your firm, any officer of your firm, or any employee who has a proprietary interest in your firm ever been disqualified, removed, or otherwise prevented from bidding on, performing work on, or completing a federal, state or local project because of a violation of law or a safety regulation? Yes/No: \_\_\_\_\_. If yes, provide the following information (if more than once, use separate sheets):

Date: \_\_\_\_\_ Entity: \_\_\_\_\_

Location: \_\_\_\_\_

Reason: \_\_\_\_\_

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Provide Status and any Supplemental Statement: \_\_\_\_\_

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Has your firm been reinstated by this entity? Yes/No: \_\_\_\_\_

**DOCUMENTS TO BE COMPLETED  
AND DELIVERED TO CITY PRIOR  
TO AWARD OF CONTRACT**

## PERFORMANCE BOND

### KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ as Principal(s) and \_\_\_\_\_ a corporation, incorporated, organized, and existing under the laws of the State of \_\_\_\_\_, and authorized to execute bonds and undertakings and to do a general surety business in the State of California, as Surety, are jointly and severally held and firmly bound unto the City of Torrance, a municipal corporation, located in the County of Los Angeles, State of California, in the full and just sum of: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, representative, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH,** that: WHEREAS, said Principal(s) have/has entered into, or are/is about to enter into, a certain written contract or agreement, dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with the said City of Torrance for the Construction of MEDIAN ISLAND LANDSCAPE IMPROVEMENTS FOR THE BEAUTIFICATION OF HAWTHORNE BOULEVARD FROM DEL AMO BOULEVARD TO TORRANCE BOULEVARD, B2012-02, all as is more specifically set forth in said contract or agreement, a full, true and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

**NOW, THEREFORE,** if the said Principal(s) shall faithfully and well and truly do, perform and complete, or cause to be done, performed and complete, each and all of the covenants, terms, conditions, requirements, obligations, acts and things, to be met, done or performed by said Principal(s), including any guarantee period as set forth in, or required by, said contract or agreement, all at and within the time or times, and in the manner as therein specified and contemplated, then this bond and obligation shall be null and void; otherwise it shall be and remain in full force, virtue and effect.

The said Surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration or addition to said contract or agreement, or of any feature or item or items of performance required therein or thereunder, shall in any manner affect its obligations on or under this bond; and said Surety does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract or agreement, and of any feature or item or items of performance required therein or thereunder.

**PERFORMANCE BOND (CONTINUED)**

In the event any suit, action or proceedings is instituted to recover on this bond or obligation, said Surety will pay, and does hereby agree to pay, as attorney's fees for said City, such sum as the Court in any such suit, action or proceeding may adjudge reasonable.

**EXECUTED, SEALED AND DATED** this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_

CORPORATE SEAL

PRINCIPAL(S):

BY \_\_\_\_\_

BY \_\_\_\_\_

CORPORATE SEAL

SURETY:

BY \_\_\_\_\_

## LABOR AND MATERIAL BOND

### KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_  
As \_\_\_\_\_ Principal(s) \_\_\_\_\_ and  
\_\_\_\_\_ a corporation,  
incorporated, organized, and existing under the laws of the State of \_\_\_\_\_,  
and authorized to execute bonds and undertakings and to do a general surety business  
in the State of California, as Surety, are jointly and severally held and firmly bound unto:

- (a) The State of California for the use and benefit of the State Treasurer, as ex-officio Treasurer and custodian of the Unemployment Fund of said State; and
- (b) The City of Torrance, California; and
- (c) Any and all persons who do or perform or who did or performed work or labor upon or in connection with the work or improvement referred to in the contract or agreement hereinafter mentioned; and
- (d) Any and all materialmen, persons, companies, firms, association, or corporations, supplying or furnishing any materials, provisions, provender, transportation, appliances or power, or other supplies used in, upon, for or about or in connection with the performance of the work or improvement contracted to be executed, done, made or performed under said contract or agreement; and
- (e) Any and all persons, companies, firms, associations, or corporations furnishing, renting, or hiring teams, equipment, implements or machinery for, in connection with, or contributing to, said work to be done or improvement to be made under said contract or agreement; and
- (f) Any and all persons, companies, firms, associations, or corporations who supply both work and materials;

and whose claim has not been paid by said Principal(s), in full and just sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States of America, for the payment of which will and truly to be made, said Principal(s) and said Surety do hereby bind themselves and their respective heirs, executors, administrators, representatives, successors and assigns, jointly and severally, firmly by these presents.

## **LABOR AND MATERIAL BOND (CONTINUED)**

**THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, THAT: WHEREAS,** said Principal(s) have/has entered into or are/is about to enter into a certain written contract or agreement, dated as of the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, with the City of Torrance for the Construction of MEDIAN ISLAND IMPROVEMENTS FOR THE BEAUTIFICATION OF HAWTHORNE BOULEVARD FROM DEL AMO BOULEVARD TO TORRANCE BOULEVARD, B2012-02, all as is more specifically set forth in said contract or agreement, a full, true and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

**NOW, THEREFORE,** if the said Principal(s) (or any of his/her, its, or their subcontractors) under said contract or agreement fails or fail to pay:

- (1) For any materials, provisions, provender, transportation, appliances, or power, or other supplies; or
- (2) For the hire of any teams, equipment, implements, or machinery; or
- (3) For any work or labor; supplies, furnished, provided, used, done or performed in, upon, for or about or in connection with the said work or improvement; or
- (4) For amounts due under the Unemployment Insurance Act of the State of California with respect to such work or improvement;

the Surety on this bond will pay the same in an amount not exceeding the sum hereinabove specified in this bond; and, also, in case suit is brought upon this bond, said Surety will (and does hereby agree to) pay a reasonable attorney's fee, to be fixed and taxed as costs, and included in the judgment therein rendered.

This bond shall (and it is hereby made to) insure to the benefit of any and all persons entitled to file claims under Section 1192.1 of the Code of Civil Procedure of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond, all as contemplated under the provisions of Section 4205 of the Government Code, and of Chapter 1 of Title 4 of Part 3 of the Code of Civil Procedure, of the State of California.

This bond is executed and filed in connection with said contract or agreement hereunto attached to comply with each and all of the provisions of the laws of the State of California above mentioned or referred to, and of all amendments thereto, and the obligors so intend and do hereby bind themselves accordingly.

**LABOR AND MATERIAL BOND (CONTINUED)**

The said Surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration, or addition to said contract or agreement, or of any feature or item or items of performance required therein or thereunder, shall in any manner affect its obligations on or under this bond; and said Surety does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract or agreement, and of any feature or item or items of performance required therein or thereunder.

**EXECUTED, SEALED AND DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

CORPORATE SEAL

PRINCIPAL:

BY \_\_\_\_\_

CORPORATE SEAL

SURETY:

BY \_\_\_\_\_

## **PUBLIC WORKS AGREEMENT**

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and \_\_\_\_\_ ("CONTRACTOR").

### **RECITALS:**

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to construct MEDIAN ISLAND IMPROVEMENTS FOR THE BEAUTIFICATION OF HAWTHORNE BOULEVARD FROM DEL AMO BOULEVARD TO TORRANCE BOULEVARD;
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction of Median Island Improvements for the Beautification of Hawthorne Boulevard from Del Amo Boulevard to Torrance Boulevard, Notice Inviting Bids No. B2012-02 (the "NIB"); and
- C. CONTRACTOR has submitted a Bid (the "Bid") in response to the NIB. CONTRACTOR represents that it is qualified to perform those services requested in the Plans and Specifications. Based upon its review of all Bids submitted in response to the NIB, the CITY is willing to award the contract to CONTRACTOR.

### **AGREEMENT:**

#### **1. SERVICES TO BE PERFORMED BY CONTRACTOR**

CONTRACTOR will provide the services and install those materials listed in the Plans and Specifications, which are on file in the Community Development Department. The NIB and the Plans and Specifications are made a part of this Agreement. A copy of the Bid is attached as Exhibit A.

#### **2. TERM**

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect for one year from the Effective Date.

#### **3. COMPENSATION**

- A. CONTRACTOR's Fee.



For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with CONTRACTOR's Bid; provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of \$\_\_\_\_\_ ("Agreement Sum"), unless otherwise first approved in writing by the CITY.

B. Schedule of Payment.

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid monthly, within 30 days after the date of the monthly invoice.

**4. TERMINATION OF AGREEMENT**

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONTRACTOR will:
  - a. cease operations as directed by CITY in the notice;
  - b. take actions necessary, or that CITY may direct, for the protection preservation of the work; and
  - c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of such termination for CITY's convenience, CONTRACTOR will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the

default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.

2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.
3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until

CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

**5. FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

**6. RETENTION OF FUNDS**

CONTRACTOR authorizes the CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate the CITY for any losses, costs, liabilities, or damages suffered by the CITY, and all amounts for which the CITY may be liable to third parties, by reason of CONTRACTOR's negligent acts or omissions or willful misconduct in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the basis for a claim of lien, the CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of the CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect the CITY as elsewhere provided in this Agreement.

**7. THE CITY'S REPRESENTATIVE**

\_\_\_\_\_ is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by the CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

**8. CONTRACTOR REPRESENTATIVE(S)**

The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**9. INDEPENDENT CONTRACTOR**

The CONTRACTOR is, and at all times will remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

**10. BUSINESS LICENSE**

The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

**11. OTHER LICENSES AND PERMITS**

CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

**12. FAMILIARITY WITH WORK**

By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform the CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from the CITY.

**13. CARE OF WORK**

CONTRACTOR must adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the CITY, except those losses or damages as may be caused by the CITY's own negligence.

**14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between the CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to the CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

**15. INDEMNIFICATION**

CONTRACTOR will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

**16. NON-LIABILITY OF THE CITY'S OFFICERS AND EMPLOYEES**

No officer or employee of the CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

**17. INSURANCE**

- A. CONTRACTOR must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
  - 1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
    - a. Combined single limits of \$2,000,000 per occurrence.
  - 2. General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$3,000,000 per occurrence, with an annual aggregate of no less than \$5,000,000.
  - 3. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$3,000,000.
- B. The insurance provided by CONTRACTOR will be primary and non-contributory.
- C. The CITY of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insureds under the automobile and general liability policies.
- D. CONTRACTOR must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to the CITY.
- F. CONTRACTOR must include all subcontractors as insureds under its policies or must furnish separate certificates and endorsements for each

subcontractor. All coverage for subcontractors will be subject to all of the requirements of this Paragraph 17.

**18. SUFFICIENCY OF INSURERS**

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of the CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies and/or the performance bond required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the CITY within 10 days of receipt of notice from the Risk Manager.

**19. CONFLICT OF INTEREST**

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

**NOTICE**

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.
6. Addresses for purpose of giving notice are as follows:

CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_

CITY:

City Clerk  
City of Torrance  
3031 Torrance Boulevard  
Torrance, CA 90509-2970  
Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.



- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

**21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING**

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either the CITY or CONTRACTOR without the prior written consent of the other.

**22. INTEGRATION; AMENDMENT**

This Agreement represents the entire understanding of the CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

**23. INTERPRETATION**

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

**24. SEVERABILITY**

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

**25. TIME OF ESSENCE**

Time is of the essence in the performance of this Agreement.

**26. GOVERNING LAW; JURISDICTION**

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

**27. COMPLIANCE WITH STATUTES AND REGULATIONS**

CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

**28. WAIVER OF BREACH**

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

**29. ATTORNEY'S FEES**

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

**30. EXHIBITS**

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

**31. CONTRACTOR'S AUTHORITY TO EXECUTE**

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

CITY OF TORRANCE,  
a Municipal Corporation

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Frank Scotto, Mayor

ATTEST:

\_\_\_\_\_  
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

By: \_\_\_\_\_

Attachments: Exhibit A: Bid

Created: 4/16/97

Revised: 3/3/99

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**EXHIBIT A**

**Bid**

**[To be attached]**

**CITY OF TORRANCE  
CONSTRUCTION OR SERVICE CONTRACT ENDORSEMENT**

To be attached to and made a part of all policies insuring the liability of any person, form or corporation performing services under contract for the City of Torrance.

Notwithstanding any inconsistent expression in the policy to which this endorsement is attached, or in any other endorsement now or hereafter attached thereto, or made a part thereof, the protection afforded by said policy shall:

1. Include the City of Torrance as an additional insured. (To include the elected officials, appointed officials, and employees.)
2. Indemnify and save harmless the City of Torrance against any and all claims resulting from the undertaking specified in the contract known as:

**PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT  
FOR THE CONSTRUCTION OF MEDIAN ISLAND IMPROVEMENTS FOR THE  
BEAUTIFICATION OF HAWTHORNE BOULEVARD FROM DEL AMO BOULEVARD  
TO TORRANCE BOULEVARD**

**B2012-02**

This hold harmless assumption on the part of the underwriters shall include all costs of investigation and defense, including claims based on damage to substructures not shown, not located on the plans, or shown incorrectly.

3. Not be cancelled except by notice to the City Attorney of the City of Torrance at least thirty (30) days prior to the date of cancellation.
4. Provide single limit for Bodily Injury Liability and Property Damage Liability combined, \$3,000,000 each Occurrence, and \$5,000,000 Aggregate.
5. Limited classifications, restricting endorsements, exclusions or other special provisions contained in the policy shall not act to limit the benefits of coverage as they shall apply to the City of Torrance as enumerated in this endorsement. However, nothing herein contained shall affect any rights of the insurer against the insured.
6. It is further expressly agreed by and between the parties hereto that the following two provisions, (a) and (b), are a part of this contract:

- (a) That the Contractor specifically agrees to comply with applicable provisions of Section 1777.5 of the Labor Code relating to the employment by contractor or subcontractor under it, of journeyman or apprentices, or workmen, in any apprenticeable craft or trade.
- (b) By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

The limits of liability as stated in this endorsement apply to the insurance afforded by this endorsement notwithstanding that the policy may have lower limits of liability applying elsewhere in the policy.

\_\_\_\_\_  
Duly Authorized Agent

Attached to and forming part of  
Policy No. \_\_\_\_\_  
of the \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

## **WORKERS' COMPENSATION INSURANCE CERTIFICATION**

In compliance with Section 7-4 of the Standard Specifications, the Contractor shall complete and submit the following certification with a Certificate of Insurance before execution of the contract.

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability for Workers' Compensation or to undertake self-insurance before commencing any of the work.

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_

Title: \_\_\_\_\_

## **SPECIAL PROVISIONS**



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## **SECTION E - SPECIAL PROVISIONS**

### **SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS**

**1-2 DEFINITIONS.** Add or redefine the following:

**Agency** – The City of Torrance, herein referred to as CITY.

**Board** – The City Council of the City of Torrance, herein referred to as City Council.

### **SECTION 2 - SCOPE AND CONTROL OF THE WORK**

#### **AWARD AND EXECUTION OF CONTRACT.**

Replace the entire subsection with the following:

Within ten (10) working days after the date of the CITY'S award of contract, the Contractor shall execute and return all Contract Documents required by the CITY. The CITY reserves the right to terminate the award if the above requirement is not met. Such termination will result in the forfeiture of the Proposal Guaranty.

The Contract shall not be considered binding upon the CITY until executed by the authorized CITY officials.

#### **CONTRACT BONDS.**

Revise the second sentence of the fourth paragraph to read as follows:

The "Performance Bond" shall remain in effect for one year following the date specified in the Notice of Completion or, if no Notice of Completion is recorded, for one year following the date of final acceptance by the CITY.

#### **2-5 PLANS AND SPECIFICATIONS.**

##### **General.**

Add the following sentence to the first paragraph to read as follows:

The Contractor shall maintain a control set of Plans and Specifications on the Work site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show as-built

conditions. Upon completion of the Work, the Contractor shall submit the control set to the Engineer for approval. Final payment will not be made until this requirement is met.

Add the following subsections:

**2-5.1.1 Plans.** Included as part of the Contract Documents are the following, which show the location, character, dimensions or details of the Work:

- 1) Project Plans

- 2) Standard Plans

City of Torrance Standard Plans, latest edition

Standard Plans for Public Works Construction, latest edition, promulgated by Public Works Standards, Inc.

Standard Plans of the State of California Department of Transportation (Caltrans), latest edition

Standard Plans of the Los Angeles County Department of Public Works, latest edition

**2-5.1.2 Specifications.** The Work shall be performed or executed in accordance with these Special Provisions and the following:

Standard Specifications for Public Works Construction, latest edition and supplements thereto, hereinafter referred to as the Standard Specifications, as written and promulgated by Public Works Standards, Inc. The Standard Specifications are published by BNi Building News, Inc., 1612 South Clementine Street, Anaheim, CA 92802, Phone: (800) 873-6397.

Sections 56-2, 84, 85, 86 and 90-10 of the State of California Department of Transportation (Caltrans) Standard Specifications, latest edition

American Water Works Association Standards, latest edition.

**2-5.2 Precedence of Contract Documents.** Replace the entire subsection with the following:

If there is a conflict between Contract Documents, the order of precedence shall be follows:

- 1) Change Orders (Including Plans and Specifications attached thereto)

- 2) Public Works Agreement
- 3) Addenda
- 4) Special Provisions
- 5) Plans
- 6) Standard Plans
- 7) Instructions to Bidders
- 8) Standard Specifications

Within the Specifications, the order of precedence is as follows:

- 1) Change Orders
- 2) Permits from other agencies/Supplemental Agreements
- 3) Special Provisions
- 4) Instructions to Bidders
- 5) Referenced Standard Drawings
- 6) Referenced Standard Specifications

With reference to the Drawings, the order of precedence is as follows:

- 1) Change Order drawings govern over Addenda and Contract drawings
- 2) Addenda drawings govern over Contract drawings
- 3) Contract drawings govern over shop drawings and standard drawings
- 4) Detail drawings govern over general drawings
- 5) Figures govern over scaled dimensions

If the Contractor, in the course of the Work, becomes aware of any claimed errors or omissions in the Contract Documents or in the CITY's fieldwork, the Contractor shall immediately inform the CITY. The CITY shall promptly review the matter, and if the CITY finds an error or omission has been made the CITY shall determine the corrective actions and advise the Contractor accordingly. If the corrective work associated with an error or omission increases or decreases the amount of work called for in the Contract, the CITY shall issue an appropriate Change Order in accordance with 3-3. After discovery of an error or omission by the Contractor, any related work performed by the Contractor shall be done at the Contractor's risk unless authorized by the CITY.

## **WORK TO BE DONE**

Add the following:

The Work generally consists of the construction of landscaping as shown on City of Torrance Plan Nos. L2009-01.

**2-10 AUTHORITY OF BOARD.** Add the following:

Failure of the Contractor to comply with the requirements of the Contract Documents, or to follow the directions of the CITY, and/or to immediately remedy such noncompliance or to follow directions, may, upon notice from the CITY, result in the suspension of the Contract monthly progress payments. Any monthly progress payments so suspended may remain in suspension until the Contractor is in compliance with the Contract Documents and the directions of the CITY.

**INSPECTION.** Replace the entire subsection with the following:

The Work is subject to inspection and approval by the CITY. The Contractor shall notify the CITY a minimum of 48 hours in advance of the required inspection.

The CITY will make, or have made, such inspections and tests, as he deems necessary to see that the Work is in conformance with the Contract Documents. In the event such inspections or tests reveal noncompliance with the Contract Documents, the Contractor shall bear the cost of such corrective measures as deemed necessary by the CITY, as well as the cost of subsequent re-inspection and re-testing.

Work done in the absence of inspection by the CITY may be required to be removed and replaced under the inspection of the CITY, and the entire cost of removal and replacement, including the cost of all materials which may be furnished by the CITY and used in the work thus removed, shall be borne by the Contractor, regardless of whether the work removed is found to be defective or not. Work covered without the approval of the CITY shall, if so directed, be uncovered to the extent required by the CITY, and the Contractor shall similarly bear the entire cost of performing all the work and furnishing all the materials necessary for the removal of the covering and its subsequent replacement, including all costs for additional inspection.

The CITY and any authorized representatives shall at all times have access to the Work during its construction at shops and yards as well as the Work site. The Contractor shall provide every reasonable facility for ascertaining that the materials and workmanship are in accordance with the Contract Documents.

Inspection of the Work shall not relieve the Contractor of the obligation to fulfill all conditions of the Contract.

Add the following subsections:

**2-11.1 Special Inspection Fees.** If the Contractor elects to work under this Contract more than 8 hours/day or more than 40 hours/week, Saturday, Sunday, or CITY holidays, the Contractor shall arrange with the CITY for the required inspection service and pay the Special Inspection Fees which will be charged at the following rates:

Mondays through Fridays - \$125.00/hour  
Saturdays, Sundays, Holidays - \$1,200.00/day

If the Contractor works under this contract more than 8 hours/week day or more than 40 hours/week, Saturdays or Sundays not otherwise allowed by this contract, or CITY Holidays, without permission from or prior arrangement with the CITY, the Contractor will be charged a lump sum amount of \$500.00 for each occurrence, in addition to the above fees. The amount will be deducted from a Progress Payment.

## **SECTION 3 – CHANGES IN WORK**

### **3-3 EXTRA WORK**

#### **3-3.1 General.** Add the following:

Payment for additional work and all expenditures in excess of the Contract Price must be authorized in writing by the CITY. Such authorization shall be obtained by the Contractor prior to engaging in additional work. It shall be the Contractor's sole responsibility to obtain written approval from the Engineer for any change(s) in material or in the work proposed by suppliers or subcontractors. No payment shall be made to the Contractor for additional work which has not been approved in writing, and the Contractor hereby agrees that it shall have no right to additional compensation for any work not so authorized.

The Contractor shall be responsible to provide all data and to obtain all approvals required by the Specifications, including submittal of Daily Extra Work Reports. No claims or extras shall be approved by the CITY unless all work was done under the direction of and subject to the approval of the CITY. Disputed work claims shall comply with 3-3 as modified herein.

**Basis for Establishing Costs.** Replace the second paragraph of part (c) with the following:

The Contractor will be paid for the use of equipment at rental rates listed for such equipment in "Rental Rate Blue Book" published by Dataquest, Inc., 1290 Ridder Park Drive, San Jose, California 95131; telephone (408) 971-9000, which is in effect on the date upon which the work is accomplished and which is a part of the Contract, regardless of ownership and any rental or other agreement, if such may exist, for the use of such equipment entered into by the Contractor. If it is deemed necessary by the CITY to use equipment not listed in the said publication, a suitable rental rate will be established by the CITY. The Contractor may furnish any cost data that might assist the CITY in the establishment of such rental rate.

**Markup.** Replace the entire subsection with the following:

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers and other personnel not working directly on the change order, and pickup or yard trucks used by the above personnel. These costs shall not be reported as labor or equipment elsewhere except when actually performing work directly on the change order and then shall only be reported at the labor classification of the work performed.

**(a) Work by Contractor.** The following percentages shall be added to the Contractor's costs and shall constitute the mark-up for all overhead and profit, which shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Subsections 3-3.2.2(a), 3-3.2.2(b), and 3-3.2.2(c).

Labor	20
Materials	15
Equipment Rental	15
Other Expenditures	15

To the sum of the costs and markups provided for in this subsection, one (1) percent shall be added as compensation for bonding.

**(b) Work by Subcontractor.** When any part of the extra work is performed by a subcontractor, the markup established in 3-3.2.3(a) shall be applied to the subcontractor's actual cost of such work. A markup of ten (10) percent on the first \$5,000 of the subcontracted portion of the extra work and a mark-up of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

The markups specified in parts (a) and (b) above shall be considered as including, but not limited to, the Contractor's labor costs for personnel not working directly on the extra work, including the cost of any tools and equipment that they may use. Such costs shall not be reported as labor or equipment costs elsewhere except when they are actually used in the performance of the extra work. Labor costs shall in that case be reported for the labor classification corresponding to the type and nature of extra work performed.

## **SECTION 5 – UTILITIES**

**5-1 LOCATION.** Add the following:

The Contractor shall provide coordination with all the utility companies involved and shall provide protection from damage to their facilities. The Contractor shall be



responsible for repair or replacement to said facilities made necessary by its failure to provide required protection. The Contractor is required to include utility requirements in the Construction Schedule.

The Contractor shall be solely responsible to check all utility record maps, books, and/or other data in the possession of the CITY, other agencies, and/or all utility companies, and no allowance shall be made for any failure to have done so.

The Contractor shall utilize the services of "Underground Service Alert - Southern California" for utility locating in all public right-of-ways by calling 1-800-227-2600 at least 48 hours prior to any excavation.

The new piping shall go over or under the existing utilities as indicated on the plans. Where not indicated, the Contractor shall assume that the new piping will cross under the existing utility. The Contractor shall pothole existing utilities as shown on the plans, as directed by the City or as deemed necessary by the Contractor. The cost of potholing herein specified shall be included in the prices paid for other items of work.

Where water lines exist, at each angle point, cross connection and "T" connection, the Contractor shall assume the existence of a concrete thrust block located such as to resolve thrust loads. Any and all costs resulting from the existence of a thrust block, including costs for its removal and restoration if required, shall be deemed as being included in the prices bid for the various items of work.

Underground lines that are potentially hazardous such as oil company lines, natural gas mains, and electrical conduits will be carefully located by the owner as provided in the Standard Specifications. The Contractor shall take special precautions in determining the precise location and depth of these structures to insure that they will not be damaged by its operations.

Substitute the following for the last paragraph:

Prior to starting construction, the Contractor shall be responsible to determine the location and depth of all utilities which have been marked by the respective owners and which may affect or be affected by its operations. The Contractor also shall determine the location and depth of each service connection, whether or not marked. Full compensation for such work shall be considered as included in the prices bid for other items of work. If a utility which was marked or a service connection is found to interfere with the work after construction has commenced, the Contractor shall be solely responsible for all costs of any delay and for any costs which could have been avoided if the Contractor had located the utility prior to start of construction.

**5-2 PROTECTION.** Add the following:

If, in the course of construction, the Contractor damages a sewer lateral or water lateral, the Contractor shall be responsible to completely expose said lateral from the main line to the point of connection at private property to verify integrity of all joints to the satisfaction of the CITY. This shall not be considered to be extra work and no extra costs shall be allowed therefor.

Sewers, including lateral repairs, shall be constructed of Vitrified Clay Pipe, unless otherwise approved in writing by the CITY.

Add the following subsection:

**5-2.1 Interfering Utilities.** Interfering utilities that are not abandoned by the owner shall be relocated so as not to interfere with the permanent work in its final location. Such relocation will be performed by the owner or the CITY, unless otherwise shown on the Plans.

The Contractor shall exercise caution to prevent damage to or movement of the utilities while constructing the permanent work along and adjacent to the utilities.

Should any manhole extend within a trench excavation, the Contractor shall choose one of the following methods of construction and shall assume all responsibilities therefor:

1. Support and maintain the manhole in place during the construction of the permanent work in open cut.
2. Remove the shaft and maintain the base of the manhole in place until the backfill is placed and compacted; then reconstruct the manhole shaft.
3. Use another method of construction that has been submitted to and approved by the Engineer.

All costs for the work pertaining to the manholes that might be found to extend partially within the excavation limits or any protective measures required due to the proximity of the manholes and the permanent work at these locations shall be absorbed in the prices bid for the various items of work.

**5.4 RELOCATION.** Replace the last paragraph with the following:

The CITY will arrange for the alteration or permanent relocation of service connections, except sewer connections and water laterals, that interfere with the permanent work in its final location, and such alteration or permanent relocation will be performed by others at no expense to the Contractor. The Contractor shall be

responsible for the alteration or permanent relocation of sewer connections and water laterals, unless otherwise approved by the CITY.

Service connections that do not interfere with the work structures shall be protected in place by the Contractor. The cost of such work shall be absorbed in the unit prices or included in the lump sum amounts bid for the various items of work.

## **SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK**

**6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.** Replace the entire subsection with the following:

**6-1.1 General.** Within ten (10) working days after the date of the CITY's execution of the Contract, the Contractor shall submit a proposed construction schedule to the CITY for approval. The construction schedule shall be in accordance with 6-1.2 and 6-1.3 and shall be in sufficient detail to show chronological relationship of all activities of the Work. These include, but are not limited to: estimated starting and completion dates of various activities, procurement of materials and scheduling of equipment.

Prior to issuing the Notice to Proceed, the CITY will schedule a Pre-Construction Meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination and clarify inspection procedures.

Prior to starting any Work, the Contractor shall attend a Community Meeting to be scheduled by the CITY. The meeting, to be held on a weekday evening, will address the residents' questions and concerns regarding the Work, what can be expected during construction and vehicular and pedestrian access that may be temporarily restricted during construction.

Notwithstanding any other provisions of the Contract, the Contractor shall not be obligated to perform any work and the CITY shall not be obligated to accept or pay for any work performed by the Contractor prior to delivery of a Notice to Proceed. The CITY's knowledge of work being performed prior to delivery of the Notice to Proceed shall not obligate the CITY to accept or pay for such work. The Contractor shall provide all required Contract bonds and evidences of insurance prior to commencing work at the site.

**6-1.2 Criteria.** The construction schedule shall conform to the following criteria:

- 1) The schedule shall be prepared using the latest version of Microsoft Project or approved equal.
- 2) Work activities shall be based on the items of work per 2-6, and the following:

- a) Contract Unit Price items shall be subdivided into those portions to be constructed during each stage or phase of construction.
- b) Lump sum items shall be subdivided into those portions to be constructed during each stage or phase of construction.
- 3) Utility relocations in coordination with the Contractor per 5-4 of these Special Provisions shall be considered as activities.
- 4) The procurement of construction materials and equipment with long lead times for deliveries shall be included as activities.
- 5) Work to be performed by subcontractors shall be identified and shown as work activities.
- 6) Start and completion dates of each activity shall be illustrated.
- 7) Completion of all Work under the Contract shall be within the time specified in 6-7 of these Special Provisions and in accordance with the Plans and Specifications.

**6-1.3 Requirements.** In preparing the construction schedule, the following items shall be considered:

- 1) Sprinkler systems - Sprinkler systems disrupted by the Contractor shall not be left inoperable for more than one week.
- 2) Subsection 307-1.3 regarding the ordering of materials.
- 3) The proposed sequence of landscape work.
- 4) All Work shall only be performed between the hours of 7:00 a.m. and 3:00 p.m. unless otherwise approved by the CITY.
- 5) A move-in period of 10 calendar days will be allowed starting on the date in the Notice to Proceed.
- 6) Holiday Moratorium per 7-10.1.6. of these Special Provisions.

Should the Contractor fail to meet Requirements 1 through 4, the CITY reserves the right to prohibit the Contractor from making further removals until the clean up, construction, or rehabilitation of sprinklers is in conformance with the aforementioned requirements. Furthermore, if after notice is given to the Contractor to perform work to meet these requirements, and the Contractor refuses or for any reason fails to perform sufficiently to meet these schedules, CITY may perform said work and charge the Contractor for all costs incurred.

**Updates.** The Contractor shall submit 2 paper copies of the updated construction schedule to the CITY on the first working day of each month.

If the Contractor decides to make a major change in the method of operations after commencing construction, or if the schedule fails to reflect the actual progress, the Contractor shall submit to the CITY a revised construction schedule in advance of beginning revised operations.

## **6.7 TIME OF COMPLETION.**

**6-7.1 General.** Replace the first sentence with the following:

Time shall be of the essence in the Contract. The Contractor shall begin Work after the mailing by the CITY to the Contractor, first class mail, postage prepaid, a Notice to Proceed and shall diligently prosecute the same to completion within forty five (45) working days from the start date specified in the Notice to Proceed.

**COMPLETION, ACCEPTANCE AND WARRANTY.** Replace the second paragraph with the following:

If, in the CITY's judgment, the Work has been completed and is ready for acceptance, the CITY will so certify and will determine the date when the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect the Work. The CITY may cause a Notice of Completion to be filed and recorded with the Los Angeles County Recorder's Office. At the CITY's option, the CITY may certify acceptance to the City Council who may then cause a Notice of Completion to be filed and recorded with the Los Angeles County Recorder's Office.

Add the following subsection:

**6-8.1 Manufacturer's Warranties.** Manufacturer's warranties shall not relieve the Contractor of liability under these Specifications. Such warranties only shall supplement the Contractor's responsibility.

The CITY may require a manufacturer's warranty on any product offered for use.

**6-9 LIQUIDATED DAMAGES.** In each of the two paragraphs, substitute "\$1,000" in place of "\$250" as the amount of the liquidated damages per each consecutive calendar day.

## **SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR**

### **7.2 LABOR**

Add the following subsections:

#### **7-2.3 Payrolls and Payroll Record**

The payroll and payroll records required for this project shall be submitted, for each week in which any contract work is performed, to the CITY. A retention of \$5,000 per report per pay period will be withheld from a Progress Payment for a late or missing report. A report shall be deemed as late or missing when not submitted to the CITY within 10 calendar days from the close of the pay period for which the report applies. In addition, a non-refundable deduction of \$100 per report per day will be deducted from payments due the Contractor for each late or missing report. The \$100 non-refundable deduction per day will be incurred beginning on the first day the report is late or missing.

#### **7-2.4 Subcontractor and DBE Records**

At the completion of the contract if the Contractor does not submit its Subcontractor and DBE Records to the CITY a retention in the amount of \$10,000 per record shall be deemed as late or missing when not submitted to the CITY within 15 calendar days from the completion of the contract. In addition, a non-refundable deduction of \$300 per record per day will be deducted from payments due the Contractor for each late or missing record. The \$300 non-refundable deduction per day will be incurred beginning on the first day the record is late or missing.

### **7-3 LIABILITY INSURANCE**

Replace the second sentence of the second paragraph with the following:

The Contractor must maintain at its sole expense the following insurance, which will be full coverage not subject to self-insurance provisions:

Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:

Combined single limits of \$2,000,000 per occurrence.

General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$3,000,000 per occurrence, with an annual aggregate of no less than \$5,000,000.

Add the following:

The Contractor must include all subcontractors as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor.

**7-4 WORKER'S COMPENSATION INSURANCE.** Add the following after the first sentence of the second paragraph:

Worker's Compensation Insurance shall be with limits as required by the State of California and Employer's Liability with limits of \$3,000,000 per accident.

**PERMITS.** Replace the second paragraph with the following:

The Contractor shall obtain a City of Torrance Business License and a no-fee Construction Excavation Permit before commencing construction.

Add the following subsections:

**7-5.1 State Encroachment Permit.** The Contractor shall submit to Caltrans, a signed application requesting a separate permit authorizing the Contractor to perform the work within Caltrans right-of-way for the CITY. The Contractor shall pay all charges, fees and bonds for this permit. The application shall be made to the State of California, Department of Transportation, 100 South Main Street, Los Angeles, CA 90012, telephone (213) 897-3631.

Full compensation for complying with the above requirements shall be considered as included in the lump sum price for "Caltrans Permit and Fees". However, this is not the amount that will be paid to the Contractor. The amount that shall be paid to the Contractor shall be the actual permit and inspection fees paid to the State with no mark-up or extra costs, except the Contractor shall be solely responsible for any fee changed to re-inspect rejected or incomplete work.

Unless otherwise authorized by the State Encroachment Permit, all work within Caltrans right-of-way shall be performed in accordance with the latest State of California Department of Transportation Standard Specifications and/or in accordance with CITY requirements set forth in the Contract Documents.

## **7-6 THE CONTRACTOR'S REPRESENTATIVE**

Add the following paragraph:

The Contractor's Representative shall be approved by the CITY prior to the start of the Work. If the designated representative is rejected, the Contractor shall immediately designate another representative in writing and submit to the City for consideration. The CITY shall have the authority to require the Contractor to remove its representative and/or alternate representative at any time and at no cost to the CITY.

## **7-8 PROJECT SITE MAINTENANCE**

**7-8.1 Cleanup and Dust Control.** The second paragraph is amended to read:

Unless directed otherwise by the CITY, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day to keep paved areas acceptably clean whenever construction, including restoration, is incomplete.

**Temporary Light, Power, and Water.** Add the following:

The Contractor shall obtain a construction water meter from the CITY with payment of a deposit, refundable upon return of the meter in good working condition. The Contractor shall pay for the water used, at the CITY's current water rates.

**7-8.6 Water Pollution Control.** Add the following subsections:

**7-8.6.1 Best Management Practices (BMPs).** Best Management Practices shall be defined as any program, technology, process, siting criteria, operating method, measure, or device which controls, prevents, removes, or reduces pollution. The Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook and the Los Angeles County Department of Public Works Best Management Practices Handbook for Construction Activities. These publications are available from:

Los Angeles County  
Department of Public Works  
Cashier's Office  
900 S. Fremont Avenue  
Alhambra, CA 91803  
Telephone (626) 458-6959

The Contractor shall have a minimum of two (2) readily accessible copies of each publication on the Work site at all times.

The Contractor shall implement the following BMPs in conjunction with the construction operation and activities:

### **CONSTRUCTION PRACTICES**

Water Conservation Practices  
Dewatering  
Paving Operations  
Structure Construction and Painting



### MATERIAL MANAGEMENT

- Material Delivery and Storage
- Material Use
- Spill Prevention and Control

### WASTE MANAGEMENT

- Solid Waste Management
- Hazardous Waste Management
- Contaminated Soil Management
- Concrete Waste Management
- Sanitary/Septic Waste Management

### VEHICLE AND EQUIPMENT MANAGEMENT

- Vehicle and Equipment Cleaning
- Vehicle and Equipment Fueling
- Vehicle and Equipment Maintenance

### VEGETATIVE STABILIZATION

- Scheduling
- Preservation of Existing Vegetation
- Temporary Seeding and Planting
- Mulching

### PHYSICAL STABILIZATION

- Geotextiles and Mats
- Soil Stabilizer/Dust Control
- Temporary Stream Crossing
- Stabilized Construction Roadway
- Stabilized Construction Entrance

### RUNOFF DIVERSION

- Sodding, Grass Plugging, and Vegetative Buffer strips
- Earth Dikes, Drainage Swales, and Lined Ditches
- Top and Toe of Slope Diversion Ditches/Berms
- Slope Drains and Subsurface Drains

### VELOCITY REDUCTION

- Flared Culvert End Sections

Outlet Protection/Velocity Dissipation Devices  
Check Dams  
Slope Roughening/Terracing/Rounding

#### SEDIMENT TRAPPING

Silt Fences  
Straw Bale Barrier  
Sand Bag Barrier  
Brush or Rock Filter  
Storm Drain Inlet Protection  
Sediment Traps  
Sediment Basin

Additional BMPs may be required as a result of a change in actual field conditions, contractor activities, or construction operations. When more than one BMP is listed under each specific BMP category, the Contractor shall select the appropriate and necessary number of BMPs within each category in order to achieve the BMP objective.

BMPs for contractor activities shall be continuously implemented throughout the year. BMPs for erosion control and sedimentation shall be implemented during the period from October 15 to April 15, and whenever the National Weather Service predicts rain within 24 hours. BMPs for erosion control and sedimentation shall also be implemented prior to the commencement of any contractor activity or construction operation that may produce run-off, and whenever run-off from other sources may occur.

The CITY, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. The CITY may assess the Contractor a penalty of \$1,000 for each calendar day that the Contractor has not fully implemented the BMPs specified for the Contract and/or is otherwise in noncompliance with these provisions. In addition, the CITY will deduct, from the final payment due the Contractor, the total amount of any fines levied on the CITY, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

Full compensation for the implementation of BMPs, including the construction, removal, and the furnishing of all necessary labor, equipment, and materials, shall be considered as included in the prices bid for the various items of work.

**7-8.6.2 Storm Water Pollution Prevention Plan (SWPPP).** A Storm Water Pollution Prevention Plan (SWPPP) shall be defined as a report that includes site map(s), identification of construction and contractor activities that could pollute storm water, and a description of measures and practices to control the potential pollutants. The preparation and implementation of the SWPPP is intended to ensure that the Contractor

will make every reasonable effort to prevent the pollution of water resources during the period of construction. The size and nature of this Contract place it under the regulations of the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharge Associated with Construction Activity. In the State of California, these regulations are covered by the State Water Resources Control Board Order No. 96-054 (NPDES No. CAS614001). These regulations require a SWPPP for any work where clearing, grading, and excavation results in a land disturbance of five or more acres. As a result, the Contractor shall prepare, submit to the CITY for review and approval, and implement a SWPPP for this Contract in compliance with these regulations.

The handbooks specified in 7-8.6.1 shall be followed and adhered to in preparing the SWPPP. The SWPPP shall be prepared under the supervision of, and signed by a Civil Engineer registered by the State of California. The SWPPP shall include and incorporate BMPs that address contractor activities, erosion, and sedimentation control. The SWPPP shall also include and incorporate appropriate BMPs for run-off generated by construction activities and other non-storm water sources. During all periods of construction, excavated soils which are stored on-site shall be completely covered with waterproof material and sand (or gravel) bagged or bermed in order that, in the event of a storm, no soil becomes mixed with or transported by storm water run-off.

If, during construction operations, field conditions change in a manner which, in the opinion of the CITY, significantly deviates from how the SWPPP, as approved by the CITY, addressed the current construction operation, the CITY may direct the Contractor to revise the current construction operation and/or the SWPPP. Such directions will be made in writing and will specify the items of work for which the SWPPP is inadequate. No further work on these items will be permitted until the Contractor revises the construction operations to the satisfaction of the CITY and/or until the Contractor submits a revised SWPPP and receives CITY approval. The CITY will notify the Contractor of the acceptance or rejection of the revised SWPPP within seven (7) working days from the date of submittal.

The SWPPP shall be submitted to the CITY for review and approval a minimum of twenty (20) working days prior to the commencement of construction operations in accordance with 6-1 of these Special Provisions.

Full compensation for preparation of the SWPPP, revisions to the SWPPP, and all other related costs shall be considered as included in the price bid for the various items of work.

**7-8.6.3 Sewage Spillage Prevention.** The Contractor's attention is directed to any sewer bypass required during the construction of this Contract.

The Contractor shall make arrangements for an emergency response unit comprised of emergency response equipment and trained personnel to be immediately dispatched to the Work site in the event of a sewage spill. Prior to commencing any Work under the Contract, and subject to review and approval by the CITY, the Contractor shall prepare and implement a written emergency response plan and procedure, to include response teams, access routes, required materials, equipment, clothing and tools, and an emergency response roster with telephone numbers and arrangements for backup personnel and equipment. This plan and emergency response roster shall be provided to the CITY.

The Contractor shall be fully responsible for containing any sewage spillage, preventing any sewage from reaching a watercourse, recovery and legal disposal of any spilled sewage, any fines or penalties associated with the sewage spill imposed upon the Agency and/or the Contractor by other jurisdictional agencies, and any other expenses or liabilities created or generated as a result of the sewage spillage.

Should a sewage spill occur, the Contractor shall immediately notify the CITY.

All costs for work required to comply with the requirements of this subsection shall be considered as included in the price bid for the various items of work.  
Add the following subsections:

**Contractor's Storage Yard.** The Contractor shall be responsible for obtaining a storage yard for the duration of the Work. If the proposed location of the yard is located within the boundaries of the CITY, the Contractor shall obtain prior approval from the CITY.

**7-8.9 Graffiti Removal.** The Contractor shall maintain the Work, all of its equipment, and all traffic control devices, including signage, free of graffiti throughout the duration of the Contract. The Contractor shall respond to any request from the CITY to remove graffiti within 4 hours of notification. Should the Contractor fail to respond to such request, the CITY reserves the right to make other arrangements for the requested graffiti removal and deduct the cost from any moneys due the Contractor.

**7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.** Add the following subsections:

**7-9.1 Replacement of Lawns.** When the Contract requires the removal and replacement of lawns, including parkways, the Contractor shall comply with the following minimum requirements: the area to be replanted shall be regraded and covered with two inches of an approved topsoil and sodded or seeded with grass of the same type as was removed, or an approved equal. If seeded, it shall be sown at the rate recommended by the seed distributing company; Bandini steer manure or approved equal shall be applied to the planted area at the rate recommended by the vendor. The Contractor shall water and care for replaced lawns until the grass has attained complete cover and

establishment and has been given its first cutting, unless other arrangements are made with the property owners. The lawn restoration, as above described, shall be completed prior to the final payment.

Topsoil shall be in accordance with 212-1.1.

**Replacement of Sprinkler Systems.** Damaged sprinklers shall be replaced so that the area watered by the original system will be adequately watered by the reconstructed system without undue waste of water. Overspray on any area no longer planted should be avoided, and any revised shape or layout of the remaining planted area will be adequately watered. Any additional material or work required to obtain said adequate coverage shall be furnished by the Contractor, at its expense. The Contractor shall be responsible to replace any lawn or plant damaged from lack of irrigation resulting from the Contractor's operations, at its expense, to the satisfaction of the CITY.

**7-9.3 Parkway Trees.** The Contractor shall exercise all necessary precautions so as not to damage or destroy any trees or shrubs and shall not trim or remove any trees unless such trees have been approved for trimming or removal by the CITY. All existing trees and shrubs that are damaged during construction shall be trimmed or replaced by the Contractor or a certified tree company to the satisfaction of the CITY. Tree trimming and replacement shall be accomplished in accordance with the following requirements:

Trimming. Symmetry of the tree shall be preserved; no stubs, splits torn branches or torn roots left; clean cuts to be made close to trunk or large branch. Spikes shall not be used for climbing live trees.

Replacement. The Contractor shall immediately notify the CITY if any tree is damaged by its operations. If, in the opinion of the CITY, the damage is such that replacement is necessary, the Contractor shall replace the tree at its own expense. The tree shall be of a like variety as the tree damaged, subject to the approval of the CITY. The size of the new tree shall be the size of the tree replaced or 3" in diameter, whichever is smaller.

**Street Furniture.** The Contractor shall be responsible for removal, storage and replacement of trash receptacles, bus benches, bus enclosures, newspaper boxes, mail boxes, etc. and coordination with the Owners as required throughout construction. Replacement of the removed items shall be per the direction of the Owner or CITY.

## **7-10 PUBLIC CONVENIENCE AND SAFETY**

**7-10.1 Traffic and Access.** Add the following before the last paragraph:

The Contractor shall be responsible to provide at least 48 hours written notice to each affected property before closing or partially closing any driveway or pedestrian access.

Unless the Contractor makes other arrangements satisfactory to the owners, the Contractor shall provide and maintain safe, adequate vehicular access to places of business and public gathering as stated herein below:

- (a) For each establishment (such as, but not limited to, gas stations, markets, and other "drive-in" business) on the corner of an intersection, which has a driveway (or driveways) on each intersecting street, the Contractor shall provide vehicular access to at least one driveway on each intersecting street insofar as the access is affected by the Contractor's operations.
- (b) For each establishment (such as, but not limited to, motels, parking lots and garages) which has a one-way traffic pattern with the appropriate entrance driveway and exit driveway, the Contractor shall provide vehicular access to the entrance driveway and the exit driveway insofar as the access is affected by the Contractor's operations.
- (c) The Contractor shall provide vehicular access to all schools and parking lots including, but not limited to, apartment building parking lots.
- (d) The Contractor shall provide vehicular access to all establishments requiring such access for receiving or delivering materials or supplies.
- (e) The Contractor shall make every reasonable effort to provide maximum access to churches on their Sabbath days. In addition, the Contractor shall not park or store equipment at the site of a church on its Sabbath days.

Should any change in these requirements be necessitated by extraordinary occurrences or requirements during the execution of the Work, the Contractor shall obtain prior written approval of the CITY.

Add the following subsections:

**7-10.1.1 Traffic Control Plan.** A Traffic Control Plan is included in the bid document. The Traffic Control Plan has been approved by Caltrans.

**7-10.1.2 Minimum Requirements for Maintaining Traffic Flow.** The Contractor shall observe the following minimum requirements:

Hawthorne Boulevard – One (1) closure in each direction of travel will be allowed between 9:00 a.m. and 3:00 p.m. The closure of two (2) lanes in each direction of travel will only be allowed between 10:00 p.m. and 6:00 a.m.

Traffic signs, flaggers, warning devices, safety traffic devices and, on select streets, electronic arrow boards for diverting and directing traffic shall be furnished, installed and maintained by the Contractor throughout the project.

All costs for the above requirements shall be included in the Contract Unit Price for Traffic Control and On-Site Traffic Control.

**7-10.1.5 Temporary "No Parking" Signs.** The Contractor is responsible to post "Temporary No Parking" signs at least forty-eight (48) hours (two work days) in advance of the first date of enforcement. Each sign must include the beginning and end dates and the hours in effect (if not 24 hours/day), if applicable "Tow-Away" and "City of Torrance" must be written on the sign face.

Signs shall be professionally made of moisture-resistant, heavy-duty cardboard or other approved material. All signs shall be maintained by the Contractor and kept free of graffiti. Any sign that becomes illegible or is removed shall be replaced within twenty-four (24) hours. The Contractor shall only be permitted to restrict parking for the minimum time necessary to complete on-going work and shall be responsible to remove and repost "Temporary No Parking" signs if and when parking can be restored for more than five (5) consecutive days, unless otherwise approved by the CITY.

The Contractor shall obtain approval for the signs and the placement thereof from the CITY. Immediately after this approval and posting, the Contractor shall notify Torrance Police Department, Traffic Division, at (310) 618-5557 for review and enforcement.

Full compensation for furnishing, placing, maintaining and removing temporary signs shall be considered as included in the Contract Unit Price for Traffic Control.

**Holiday Moratorium.** No reduction in lane widths on any major street shall be permitted during the CITY's holiday period construction moratorium. No traffic signal shall be out of operation for any period of time during said moratorium.

**Street Closures, Detours, Barricades.** Replace the second paragraph with the following:

The Contractor shall notify the Public Works Department at (310) 781-6900, at least ten (10) working days in advance of closing or partially closing any street or alley and comply with their requirements. In addition, the Contractor shall notify the Torrance Police Department at (310) 328-3456 and Torrance Fire Department at (310) 781-7040 at least two (2) working days in advance of such closing.

The Contractor shall immediately notify the above parties upon completion of the construction work and opening or reopening of any street or alley.

Add the following:

The Contractor shall install, maintain, and remove all temporary delineators, barricades, lights, warning signs and other facilities necessary to control traffic as specified in the Work Area Traffic Control Handbook (WATCH Manual). Materials for a temporary facility may be provided from new or used materials. If used materials are provided, they shall be sound, in good condition and otherwise meet the requirements of new materials. All traffic control devices shall be free of graffiti, and the Contractor shall be responsible to immediately clean and/or replace any device to the satisfaction of the CITY.

Full compensation for furnishing, installing, maintaining and removing the above traffic control devices shall be considered as included in the Contract Unit Price for Traffic Control.

**7-13 LAWS TO BE OBSERVED.** Add the following:

The Contractor shall obtain a City of Torrance Business License and a no-fee Construction Excavation Permit before commencing construction. The Contractor shall obtain no-fee Electrical and Plumbing permits from the Building and Safety Department before commencing installation of new electrical services and/or on-site irrigation systems, as applicable.

## **SECTION 9 - MEASUREMENT AND PAYMENT**

**9-2 LUMP SUM WORK.** Replace the second paragraph with the following:

The Contractor shall, within five (5) working days of receipt of a request from the CITY, submit a complete breakdown of lump sum bid prices showing the value assigned to each part of the work, including an allowance for profit and overhead. In submitting the breakdown, the Contractor certifies that it is not unbalanced and that the value assigned to each part of the work represents its estimate of the actual cost, including profit and overhead, of performing that part of the work. The breakdown shall be sufficiently detailed to permit its use by the CITY as one of the basis for evaluating requests for payment. No extra costs shall be allowed for providing these breakdowns.

### **9-3 PAYMENT**

**9-3.4 Partial and Final Payment.** Add the following:

For each progress estimate, 5 percent will be deducted and retained by the CITY and the remainder less the amount of all previous payments will be paid. In addition 125% of the amount of outstanding "Stop Notices" shall be withheld.

The Contractor shall submit all requests for payment on a Progress Payment Invoice to be provided by the CITY.



Add the following paragraphs:

The Contractor shall submit all requests for payment on a Progress Payment Invoice to be provided by the City.

Prior to submittal of said invoice, all items for which payment is requested shall be checked and approved in writing by the CITY. No payments will be made unless all back-up data is submitted with the payment request and the Progress Payment Invoice is signed by both Contractor and CITY.

**Mobilization.** Replace the entire subsection with the following:

Mobilization shall include the provisions of the Construction Schedule, Best Management Practices and Storm Water Pollution Prevention Plan; site review; obtaining all permits, insurance, and bonds; moving onto the site all plant and equipment; furnishing and erecting plants, temporary buildings, and other construction facilities, and removal of same at completion of the Work; all as required for the proper performance and completion of the Work.

Mobilization shall include, but not be limited to, the following items:

Submittal and modification, as required, of the Construction Schedule, Traffic Control Plan, and Storm Water Pollution Prevention Plan.

Moving onto the site of all Contractor's plant and equipment required for the first month's operations.

Installing temporary construction power and wiring.

Establishing fire protection system.

Developing construction water supply.

Providing on-site sanitary facilities and portable water facilities, as required.

Arranging for and erection of Contractor's work and storage yard.

Submittal of all required insurance certificates and bonds, including subcontractors.

Obtaining all required permits.

Posting all OSHA required notices and establishment of safety programs.

Potholing and other research and review as necessary to verify site conditions and utility locations.

There shall be no separate payment for mobilization. Payment for such costs shall be considered as included in the other items of work.

#### **9-4 CLAIMS.**

The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the CITY, or the happening of any event, thing or occurrence, unless the Contractor shall have given the CITY due written notice of potential claim as hereinafter specified.

The written notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. Said notice shall be submitted on a form approved by the CITY at least forty-eight (48) hours (two working days) in advance of performing said work, unless the work is of an emergency nature, in which case the Contractor shall notify and obtain approval from the CITY prior to commencing the work. The CITY may require the Contractor to delay construction involving the claim, but no other work shall be delayed, and the Contractor shall not be allowed additional costs for any said delay but may be allowed an extension of time if the CITY agrees that the work delayed is a controlling element of the Construction Schedule. The Contractor shall be required to submit any supporting data (or a detailed written explanation justifying further delay) within five (5) work days of a request from the CITY and shall be responsible for all costs associated with any delays resulting from late and/or incomplete submittals. By submitting a Bid, the Contractor hereby agrees that this subsection shall supersede 6-6.3 and 6-6.4 of the Standard Specifications.

It is the intention of this subsection that differences between the parties arising under and by virtue of the Contract be brought to the attention of the CITY at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that it shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was timely filed.

## **PART 2 CONSTRUCTION MATERIALS**

### **SECTION 200 – ROCK MATERIALS**

#### **200-2 UNTREATED BASE MATERIALS**

**200-2.1 General.** Replace the entire subsection with the following:

Untreated base for pavement, curb, gutter, hardscape and other improvements shall be Crushed Aggregate Base.

### **SECTION 212 – LANDSCAPE AND IRRIGATION MATERIALS**

**212-1 LANDSCAPE MATERIALS.** Add the following:

All work specified in this section shall conform to the applicable requirements of ANSI Standard Z60.1-1980, “Nursery Stock,” and to the rules and grading provisions adopted by the American Association of Nurserymen, Inc.

#### **212-1.1 Topsoil.**

**212-1.1.1 General.** Add the following:

The Contractor shall provide an Agricultural Soil Suitability Report for topsoil to be furnished, and the requirements for fertilization and amendments as specified herein may be modified as necessary by the CITY prior to start of the work of this section.

#### **212-1.2 Soil Fertilizing and Conditioning Materials**

**212-1.2.3 Commercial Fertilizer.** Add the following:

Pre-plant commercial fertilizer shall be granular 12-12-12 (N-P-K). Post plant fertilizer shall be 14-7-3. Slow release tablets shall be 12-12-12 (N-P-K). These materials are listed for bidding purposes, but may be replaced by the recommendations of the Agricultural Soil Suitability Report.

**Organic Soil Amendment.** Add the following:

Type I organic soil amendment shall be used. The Contractor shall supply the CITY with a sample of the proposed amendment accompanied by a laboratory analytical analysis from a testing agency registered by the State, which states that the amendment

complies with the specifications.

**Mulch.** Add the following:

Bark mulch shall be shredded cedar, pine, or fir bark or equal commercial product. Typical mulch size shall be three inches by one-half inch (3" x ½"). Submit two (2) samples to the CITY for approval prior to installation. The material shall be free of seeds, debris, and deleterious materials, and shall have a rich brown color when supplied.

#### **212-1.4 Plants.**

**212-1.4.1 General.** Add the following:

All plants furnished by the Contractor shall be true to type or name as shown on the Plans and shall be tagged in accordance with the standard practice recommended by the Agricultural Code of the State of California; however, determination of plant species or variety shall be made by the CITY, whose decision shall be final.

All plants shall have been grown in nurseries that have been inspected by the governing authorities. Inspection of plant materials required by City, County, State, or Federal authorities shall be the responsibility of the Contractor, and it shall have secured permits or certificates prior to delivery of plants to site. Certificates of inspection shall be filed with the CITY.

The Contractor shall obtain clearance from the County Agricultural Commissioner, as required by law, before planting plants delivered from outside the County in which they are to be planted. Evidence that such clearance has been obtained shall be filed with the CITY.

Plants shall be subject to inspection and approval or rejection by the CITY at place of growth and/or upon delivery to the site at any time before or during progress of the work. Inspections shall include:

Quantity, quality, size, and variety;

Ball and root condition;

Latent defects and injuries resulting from handling, disease and insects; and

Uniformity of plant materials.

The Contractor shall notify the CITY seventy-two (72) hours before the delivery of plant material, so the plants can be inspected prior to planting.

The Contractor is responsible to coordinate contract growing any plant material that is not readily available at local nurseries. The Contractor shall research the availability of every plant at the beginning of the project to allow sufficient time to contract grow plant material for installation without delays. Contract grown plant material shall be grown to the size indicated on the plans and delivered to the site in a healthy and vigorous condition.

**212-1.4.2 Trees.** Add the following:

Trees shall be of the type and size as shown on the Plans or specified in the Specifications.

For single-trunk trees: the trunk shall be straight, slightly tapered at the crown, free of disfigurements or gnarls and well hardened off. The tree shall be free of disease and parasites.

**212-1.5 Headers, Stakes, and Ties**

**212-1.5.3 Tree Stakes.** Replace the first paragraph with the following:

Tree stakes shall be either 2-inch diameter lodge pole pine, treated with copper nanthanate or pressure treated with chromated copper arsenate, or galvanized steel pipe, per 308-4.6.1 (Method A) and City of Torrance Standard Plan No. T401.

Add the following:

Tree ties shall be a commercially manufactured tie, split plastic hose with a minimum length of twenty inches (20"). Split plastic hose ties shall be "Cinch-tie" by V.I.T. or approved equal.

**IRRIGATION SYSTEM MATERIALS**

**Pipe and Fittings**

**212-2.1.1 General.** Replace the entire subsection with the following:

Irrigation pipe materials and fittings shall be as designated on the Plans and shall comply with 212-2.1.3. Irrigation supply sleeve containing pressurized main lines under street paving shall be welded steel pipe.

**Swing Joint Risers.** Risers shall be  $\frac{3}{4}$  inch double swing type per APWA Standard Plan N. 517-1 modified to allow substitution of Schedule 80 PVC for galvanized steel pipe and 4" minimum nipples.

## **Valves and Valve Boxes**

### **212-2.2.4 Remote Control Valves.** Add the following:

Electric Remote Control Valves shall be the sizes indicated on the Plan. A master remote control valve shall be installed for each water meter, downstream of the backflow preventer, manufacturer and model number as indicated on the Plan.

### **Quick coupling Valves and Assemblies.** Add the following:

Quick couplers shall be Rainbird Model No. 33D-LRC or approved equal.

### **Valve Boxes.** Replace the entire subsection with the following:

Valve boxes shall be made of durable plastic with locking lids in accordance with APWA Standard Plan No. 506-1. Boxes shall be sized to give maintenance freedom and access. All valve box lid locks shall use a common key.

### **Sprinkler Equipment.** Add the following:

The full-circle, part-circle or rectangular spray nozzles shall be capable of meeting the requirements for the area or radius shown on the Plans. If spray pattern requires modification to avoid overspray onto paving, nozzles shall be changed to a different radius or pressure compensating screens shall be added to reduce throws , at no additional cost to the City. Use of adjustment screws on sprinkler heads or manual adjustment of remote control valves to permanently adjust throw radius shall NOT be allowed. Pop-up sprinklers shall be per irrigation legend and details on the irrigation drawings.

## **SECTION 217 – SIGNAGE**

### **MEDIAN SIGNS**

Advance street signs will be supplied and made available by the CITY for pick-up and installation by the Contractor. Mounting hardware and all other material necessary for median sign installation shall be provided by the Contractor.

## **PART 3 CONSTRUCTION METHODS**

### **SECTION 300 – EARTHWORK**

#### **300-1 CLEARING AND GRUBBING.**

##### **300-1.3 Removal and Disposal of Materials.**

##### **300-1.3.1 General.** Replace the entire subsection with the following:

Unless otherwise stated on the Plans or Specifications, all material removed from the Work shall become the property of the Contractor and shall be disposed of in a lawful manner. Removals shall include, but not limited to, all excess excavation material, debris, interfering portions of curb, gutters, asphalt and PCC concrete pavements (including base, where applicable), and miscellaneous items as shown on the Plans. The Contractor shall conform to the following requirements:

The Contractor shall not start any removal work unless it is prepared to perform reconstruction work within 24 hours of the time removals were begun, unless otherwise approved by the CITY.

The Contractor shall complete P.C.C. pouring and backfilling within five (5) working days of concrete removal.

The Contractor shall not remove on-site improvements until it is prepared to construct the adjacent street section and shall promptly restore all such improvements as applicable, upon completion of the adjacent street work.

In order to protect the public streets from deterioration due to hauling of materials, the Contractor shall submit, prior to the Pre-Construction Meeting, for approval a proposed route for hauling of materials for disposal. Upon approval, the Contractor shall strictly adhere to that route, unless written permission from the CITY is obtained to change the route.

### **SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION**

#### **303-5.5 Finishing**

**Repairs and Replacements.** Add the following:

The Contractor shall be responsible to protect all new concrete work from being etched, scratched or otherwise marked following replacement thereof. If new concrete work is marked, the Contractor shall replace it at its expense and no extra costs will be allowed.

**Measurement and Payment.** Replace the entire subsection with the following:

Payment for the concrete paving, shall be per the Contract Unit Price per square foot and shall include full compensation for furnishing all labor, materials, equipment, and incidentals necessary to perform the work including, but not limited to, sawcutting pattern, and expansion joints, as specified in the Specifications and the Special Provisions, and as directed by the CITY.

## **Miscellaneous Construction**

### **Hardscape (Interlocking Pavers)**

Hardscape shall consist of P.C.C. edge banding and interlocking pavers set in a sand laying course on 4" base on 90% compacted subgrade. Materials shall be as follows:

Base: Shall be Crushed Aggregate Base (CAB) as specified previously herein.

Sand Laying Course: Shall be a clean washed sand with 100% passing a No. 4 sieve size and a maximum of 3% passing a No. 200 sieve size, commonly known as plaster sand. Provisions and quality of sand shall be the responsibility of the paving stone installer.

Interlocking Concrete Paving Stones: Shall be manufacturer, colors, shapes, and patterns as called out on the Plans unless a substitute has been approved by the City at least 14 days prior to delivery to the site. Paving stones shall be manufactured in a single run to insure uniformity of color.

Pavers shall have a minimum of compressive strength of 8,000 p.s.i. in accordance with testing procedures ASTM C-140.

Materials used to manufacture pavers shall conform to the following:

Cement: ASTM C-150 (Portland Cement)

Aggregates: ASTM C-33 (washed, graded sand rock, no expanded shale or lightweight aggregates).

Paving stones shall be delivered and unloaded at the job site on pallets and bound in such a manner that no damage occurs to the product during hauling, handling, or



unloading at the job site. Any pavers that are broken, chipped or otherwise damaged during delivery, storage, or installation shall be replaced at no cost to the City.

Contractor shall submit six (6) paving stones to the City within the color range selected from manufacturer's available colors as representatives of the colors supplied for the job. Samples must be approved by the City prior to delivery of the materials to the site. There shall be no payment for said samples.

## **Installation**

Installation shall meet all guidelines and requirements set forth in the National Concrete Masonry Association Publication, "Concrete Block Pavements," TR94A, 1983. Contractor installing interlocking paving shall have a minimum of five years of experience installing such paving, and shall provide a list of completed installations at the City's request.

Construction and installation of interlocking pavers shall be of the highest craftsmanship and in accordance with the manufacturer's recommendations and details on the drawings. All construction shall be accurately fitted, set plumb and level, and free from surface blemishes, according to the lines, dimensions, patterns, and details as shown and called out on the plans. Contractor shall carefully review and follow the manufacturer's specifications throughout the installation process.

**Sand Laying Course.** Place the sand laying course uniformly to insure an even surface, at a thickness of one inch, plus or minus 1/16". Compact and moisten at an even rate per manufacturer's specifications, and screed to grade. Engineer to inspect and approve laying course prior to installation of pavers.

**Interlocking Concrete Paving Stones.**

Paving stones shall be clean and free of foreign materials. Install pavers hand tight and level, starting from a corner or straight concrete curb edge and proceeding forward over the undisturbed sand laying course. String lines shall be used to hold pattern lines true.

Paving stones shall be cut to fit designated area at edges as necessary, using a masonry saw. Cuts shall be straight the full thickness of the pavers, with cut sides abutting adjacent concrete evenly and with a tight fit, maximum 1/8" tolerance. All edges of perimeter stones and sand leveling course.

A Roller Vibrator or Plate Vibrator shall be used to compact the stones and to vibrate the sand up into the joints between the stones.

Spread plaster sand over the installed paving stones and vibrate it into the joints between the stones, then sweep excess sand into the joints or dispose of it from the surface area.

Finished paving shall be plumb, level and true to line and grade, and shall properly coincide and align with adjacent work and elevations. City shall inspect and approve all portions before final cleanup and placement of street furnishing.

Contractor shall warranty the placement and finish grade level of paving stone installations for a period of one year after completion, and shall replace any unlevel portions of paving upon request by the City.

P.C.C. Edge Banding. Continuous 6" wide x 8" deep P.C.C. edge banding shall be installed as part of the hardscape adjacent to landscape areas in configurations shown on plans. Said bands shall have 1/4" tooled edge and smooth trowel finish. Top of band shall be flush with adjacent pavers. Install full-depth expansion joints at 8" on center minimum. Omit band if adjacent to curb or sidewalk. Base is not required under band.

## **Cleanup**

Sweep excess sand into the joints or dispose of from the surface area by sweeping.

Wash down and clean the complete paving stone installation to provide a clean finished workmanlike installation. Acid wash if necessary to remove any stains or spilled cement.

## **306.4 Payment**

The unit price included in the Bidder's Proposal for interlocking pavers shall include the provision and installation per the plans and specifications of all related work, to achieve the finished product, including but not limited to:

- Compaction and preparation of subgrade;
- Placement of sand laying course;
- Cutting, placement, addition of sand, and vibrating of paving stones; and
- Cleanup.

And no extra costs shall be allowed.

## **SECTION 308 – LANDSCAPE INSTALLATION**

### **308-2 EARTHWORK AND TOPSOIL PLACEMENT.**

#### **308-2.1 General.** Add the following:

The landscape work shall not begin until all other trades have repaired all areas of settlement, erosion, rutting, etc., and the soils have been re-established, recompact and refinished to final grades. The CITY shall be notified of all areas where the landscape work is prevented from being executed.

Surface drainage shall be provided by modeling the surfaces to facilitate the natural run-off of water. Low spots and pockets shall be filled with topsoil and graded to drain properly.

#### **308-2.2 Trench Excavation and Backfill.** Subparagraph 2) is amended as follows:

- 2) Waterlines continuously pressurized – 36 inches (42 inches under roadways).

Subparagraph 3) is amended as follows:

- 3) Lateral sprinklers lines – 12 inches (30 inches under roadways).

#### **308-2.3 Topsoil Preparation and Conditioning**

##### **308-2.3.1 General.**

Add the following:

Before soil preparation operations are started in any area, the Contractor shall remove and dispose of all trash and any other debris on the surface of the ground.

The Contractor shall perform weed eradication on any exposed non-paved areas of medians. The Contractor shall irrigate the entire project site six (6) times over fourteen (14) days to germinate existing weed seeds. Allow weed seeds to grow until they reach a maximum height to two to three inches. A post-emergent herbicide spray material shall then be applied per the manufacturer's specifications and instructions. The sequence of operations shall be approved by the CITY prior to beginning spraying operations. Before applying any chemical spray material, the Contractor shall obtain the CITY written approval of the material to be used, the rate, and method of application.

Any weed growth which subsequently appears shall be killed by additional spraying before the weeds exceed two (2) inches in height. At the time of planting, each area to be planted shall be free of living weeds of any height.

The Contractor immediately shall remove and dispose of mowed weed growth and all other debris generated by clearing and grubbing when so directed by the CITY.

**308-2.3.2 Fertilizing and Conditioning Procedures.** Add the following:

The conditioning material per 1,000 square feet shall be:

- a) Four (4) cubic yards nitrogen stabilized organic amendment derived from redwood, fir or cedar sawdust.
- b) Fifteen (15) lbs. 12-12-12 commercial fertilizer.
- c) Fifteen (15) lbs. soil sulfur.

The Contractor shall apply post-plant fertilizer at the rate of fifteen pounds (15 lbs.) per 1,000 sq. ft., thirty (30) days after planting and once again at the end of the post-construction maintenance period.

Prior to ordering soil amendment and fertilizer materials, the Contractor shall, at his/her own expense, obtain a minimum of three (3) samples of native site soil from different locations and have them tested at an approved soil analysis laboratory. Analysis shall include recommendations for soil amendment, backfill mix, and maintenance fertilization, and shall be submitted to the CITY for review and approval. At the CITY's direction, Contractor shall follow recommendations of Agricultural Soil Suitability Report at no additional cost to the CITY unless there are significant differences in quantity and nature of amendments between bid documents and Agricultural Soil Suitability Report.

**Finish Grading**

The finish grade below adjacent paving, curbs or headers shall be two inches in all landscape areas.

**308-4 PLANTING**

**General.** Add the following:

Planting work shall not begin until the area's irrigation system has been installed, operational and passed inspection.

Inspection and approval of specimens shall be required before delivery to site; all

others on delivery. Any plants rendered unsuitable for planting because of this inspection shall be considered as samples and shall not be paid for. In case the sample plants inspected are found to be defective, the CITY reserves the right to reject the entire lot or lots of plants represented by the defective samples. Rejected plants shall be removed from the site immediately. Random samples will be inspected for root condition.

All plants shall be true to name and one of each bundle or lot shall be tagged with the name and size of plants, in accordance with the standards of practice recommended by the American Association of Nurserymen. The root condition of plants furnished in containers shall be determined by removal of earth from the roots of not less than two (2) plants, not more than 2 percent (2%) of the total number of plants of each species or variety, except when container-grown plants are from several different sources; in which case, the roots of not less than two (2) plants of each species or variety from each source shall be inspected by the CITY. The selection of plants to be inspected will be made by the CITY.

All plants of the same species and container size (i.e., the same specification) shall be uniform in size and shape and at the same stage of growth to the satisfaction of the CITY.

All plants shall be fully acclimated and in an active growing state.

The Contractor shall remove all lateral growth that is not acceptable and/or shape all plants to the satisfaction of the CITY.

All plants shall be full-sized and shall have root systems at a fully developed state within the container.

Hair roots should extend to the edge of the container. No plant shall be rootbound. Root balls may require scarification to the satisfaction of the CITY.

No boxed, balled or canned plants shall be planted if the ball is broken or cracked, whether before or during the process of planting. Any plant transplanted by the Contractor that dies or has bark, branch or die-back injury shall be replaced at the Contractor's expense with an equal plant to the satisfaction of the CITY.

Before plants are transported to the planting area, they shall be properly pruned or cut back to reduce damage by wind and to force lateral growth. The Contractor shall remove all lateral growth that is not acceptable and/or shape all plants to the satisfaction of the CITY.

No plants shall be transported to the planting area that are not thoroughly wet throughout the ball of earth surrounding the roots. Plants should not be allowed to dry

out, nor shall any roots be exposed to the air except during the act of placement. Any plant that, in the opinion of the CITY, is dry or in a wilted condition when delivered or thereafter, whether in place or not, will not be accepted and shall be replaced at the Contractor's expense.

All inspections herein specified shall be made by the CITY. The Contractor shall request inspection at least 48 hours in advance of the time inspection is required. Inspection shall be required on the following stages of the work:

- a. During preliminary grading, soil preparation, and initial weeding.
- b. When plants are spotted for planting, but before planting holes have been excavated.
- c. When finish grading has been completed.
- d. When all specified work, except the maintenance period has been completed.
- e. Final inspection at the completion of the maintenance period.

The Contractor's failure to obtain inspection will extend the start and/or finish of the maintenance period as applicable, unless otherwise agreed to in writing by the CITY.

**308-4.5 Tree and Shrub Planting.** Replace the fourth paragraph with the following:

Place native site soil without amendment in the bottoms of planting holes up to the bottom of the new plant root ball.

Set new plant so that crown shall be one inch above the surrounding natural grade.

Backfill planting holes around the sides of the new plant root ball up to the surface with a prepared soil mix conforming to the following requirements (Note: this mix is for bidding purposes; see Section 308-2.3.2 for soil analysis requirements):

- 4 parts by volume nitrogen-stabilized organic amendment
- 6 parts by volume on-site soil\*
- 1 lb. 12-12-12 commercial fertilizer per cubic yard of mix
- 2 lbs. iron sulfate per cubic yard of mix

\* from area(s) approved by CITY

The materials shall be thoroughly mixed so that they are evenly distributed and without clods or lumps. Backfill shall be placed to be one-half inch below surrounding soil after settlement, and a watering basin shall be formed around each plant.

Fertilizer planting tablets twenty-one (21) gram size and shall be placed with each plant at the following rates:

- One (1) tablet per one (1) gallon container;
- Two (2) tablets per five (5) gallon container;
- Four (4) tablets per fifteen (15) gallon container;
- Eight (8) tablets per 24" box container;
- One (1) tablet per each three inches (3") of box size greater than 24".

Center plant in pit or trench on slight pedestal. Face plants with fullest growth into prevailing wind. Set plant plumb and hold rigidly in position until soil has been tamped firmly around ball or roots. Position the plant in the hole and backfill no higher than halfway up the root ball. If required, place the recommended number of tablets evenly around the perimeter of, and immediately adjacent to, the root ball at a depth which is between the middle and the bottom of the root ball. Complete the backfilling, tamp (eliminating all air voids) and water. Do not pack.

Construct a berm 4" above finish grade, extending 4" to 6" beyond edge of root ball, forming a watering basin with a level bottom around each plant. After a minimum of 2 days soaking and the regular irrigation system is operating, the berm area shall be smoothed to finish grade.

**Plant Staking and Guying.** Add the following:

All trees shall be double-staked per detail shown on Plans.

### **308-5 IRRIGATION SYSTEM INSTALLATION.**

**308-5.1 General Execution.** Add the following:

Contractor shall provide a qualified supervisor who shall be present at all times during execution of the work. He shall be familiar with the type of materials being installed and the manufacturers' recommended methods of installation, and direct all work performed under this section.

Connect to water sources (points of connection) at approximate locations shown on Plans. Minor changes caused by actual conditions shall be made without additional cost to the CITY.

Temporary repairs: At any time the Contractor is not available, the CITY reserves the right to make temporary repairs as necessary to stop leaks and keep the sprinkler system in operating condition, and to charge the Contractor for labor and materials associated with such repairs.

Inspections: The CITY representative will inspect as follows. Contractor shall request inspections at least 48 hours in advance, and shall not cover any work to be inspected prior to inspection.

Preconstruction conference, prior to any irrigation work under this section.

During flushing of lines.

During pressure tests.

During coverage tests.

Final observation of completed installation prior to start of 90 day maintenance period.

At completion of the maintenance period.

Record Drawings: Contractor shall mark on reproducible copies of the irrigation plans the installed locations of all main lines, control valves, controllers, quick coupler valves, and plugged or capped outlets by measured dimensions. Measurements shall be taken from permanently established points of paving or curbs. Depth of main lines shall be shown below finished grades. Record drawings shall be kept on site for daily observation by the CITY representative, and final corrected drawings delivered to the CITY before acceptance of the work. Delivery of drawings does not relieve the Contractor of responsibility to provide any further information that may be omitted from the prints.

### **308.5.2 Trench excavation and irrigation Pipeline Installation.**

#### **308-5.2.1 General** Add the following:

Excavations shall be open vertical construction sufficiently wide to provide free working space around pipe and control wires and ample room for backfilling and tamping, but no wider than necessary. Power trenching machines shall be approved type to cut straight-sided trenches.

Trenches for pipe shall be cut to required grade, lines, and compacted to provide accurate grade and uniform bearing for the full length of the line. Contractor shall perform minor adjustments to avoid existing utilities as directed without additional cost. "Pulling" of pipe and/or control wires will not be permitted.

Depth of trenches shall be sufficient to provide a minimum cover above the top of the pipe from subgrade, as indicated on the Plans. Trenches shall not be dug deeper than as necessary to properly install pipe, and in no case deeper than 24".



Where pipe must be laid under existing paving, it shall be done by jacking, boring, or hydraulic driving. If cutting or breaking of any paving is necessary, it shall be done and replaced with like material at the Contractor's expense after approval by the CITY.

Installation of PVC plastic pipe: Handle with care when unloading, transporting and storing material to avoid damage. Store pipe and fittings under cover and on a flat surface before using. Transport in vehicle bed of sufficient length to carry pipe flat and fully supported. All changes in direction of pipe shall be made with fittings. When solvent welding pipe and fittings, use non-synthetic brush to spread primer and solvent from no larger than pint size cans; clean and refill cans each day. Cut pipe square, ream, chamfer outside end at 10 degrees, clean and dry pipe and fitting socket. Scrub full length of inside socket and pipe end with primer, prime inside socket again. Immediately apply solvent to pipe end and to socket, then again to pipe end. Bottom the pipe in socket and turn 90 degrees. Hold joint together 30 seconds, and then wipe off excess solvent. Allow to set 30 minutes before moving. Centerload pipe with small amount of backfill to prevent arching and whipping under pressure, leaving joint exposed. For threaded connections, use Teflon tape on plastic threaded joints. Screw hand tight and another half turn by wrench. On PVC to metal pipe, work metal connection first.

Laying of pipes: All pipes set in place under paving shall extend 18" minimum beyond such paving and capped hand tight. No fittings, including couplings, are permitted under paved surfaces except where the length of the pipe under the paving exceeds 20 feet or where shown on the Contract Drawings. Snake PVC plastic pipes side to side in trench bottom, keeping 4" horizontal clearance between two pipes in same trench. Do not lay pipe in trench containing water or at less than 32 degrees F. Centerload immediately, leaving joints exposed.

Backfilling: Backfill shall not be placed until the installed irrigation system has been inspected, approved, and tested in the presence of the CITY representative. Backfill material shall be clean site soil. Unsuitable material, including clods and rocks over 2 inches in size, shall be removed from the premises and disposed of legally at no extra cost to District. No large or sharp rocks shall bear directly on the pipe. All backfilling in landscape areas shall be done carefully and shall be properly tamped to 85% compaction. Backfill under asphalt pavement, roads, etc., shall be compacted with not less than 95% of Modified Proctor Dry Density attained in any subgrade or sub-base layer for pavement construction.

**308-5.3 Installation of Valves, Valve Boxes, and Special Equipment.** Add the following:

Valves: Remote control valves and ball valves shall be installed in the locations and as noted or detailed on the Plans, and per manufacturer's recommendations.

Backflow preventers: Reduced pressure backflow preventers shall be installed in locations shown and as noted and detailed on the Plans. Install per manufacturers' specifications and all local codes and ordinances.

Sterilization: Contractor shall insure that water lines upstream of backflow preventers are sterilized in accordance with AWWA Specification C601. All new water lines shall be sterilized for a minimum of 24 hours and shall meet all test requirements before they are placed in service. Existing water lines that are opened shall be sterilized for the maximum chlorine retention period consistent with the need for service; however, the retention period shall not be less than two hours.

**308.5.4 Layout of heads and staking.** Add the following:

Contractor shall field verify all horizontal and vertical site dimensions prior to staking of heads. In the event of discrepancies, immediately notify the CITY. Do not proceed with trenching or installation in these areas until discrepancies have been fully resolved.

Contractor shall not exceed the maximum spacing or the GPM or pipe sizes shown on the Contract Drawings. If spacing demands additional or less materials, adjustments shall be made without additional cost to the CITY.

Sprinkler head installation: Sprinkler heads shall be installed in the locations and as noted or detailed on the Plans, and per manufacturer's recommendations.

Reducer tees shall be used at all sprinkler risers where a pipe size changes. Bushings shall not be allowed where reducer tees may be used. PVC saddles shall not be allowed.

Sprinkler head adjustments shall be made by fully opening the sprinkler furthest from the control valve, after setting all shut-off valves in the system to full open position. The manual adjustment of the control valve shall be opened slightly to obtain a 12-inch high spray at the sprinkler mentioned above. After this condition has been met, all other sprinklers in the section shall be adjusted for equal height sprays, regulating the control valve to obtain the catalog rated pressure for the sprinkler installed. Individual heads shall be rotated, nozzles changed to different arcs or throws, and pressure-compensating screens (PCS) added as required to keep sprays within the landscape areas and prevent overspray onto paving. PCS screens and various nozzles shall be provided by the Contractor as necessary at no additional cost to the CITY.

**308-5.5 Automatic Control System Installation.** Add the following:

Laying of control wires (24 volt): Lay wires in common trench with main lines wherever possible. Splicing is allowed with 24" expansion loop only in electrical junction box with bolt down lid. Common wire shall be white in color and station wires shall each be a different color and a consistent color throughout runs. Common wire and pilot wires shall be tagged

with 1/4" wide embossed plastic labeling tape, showing controller and station number designation. Use plastic electrical tape and bind all control wires in bundles at 10-foot intervals. All splices shall be waterproof.

Installation of automatic controller and related appurtenances: Controller, automatic rain shutoff, and controller enclosure shall be installed in the location and as noted and detailed on Plans, and per manufacturer's recommendations.

Controller programming: Automatic controller shall be programmed by the Contractor in coordination with the CITY's maintenance personnel, as appropriate to provide adequate water to new and existing plantings for prevailing weather conditions.

**308-5.6 Flushing and Testing.** Add the following:

Flushing pressurized main lines: Mains shall be flushed before attaching remote control valves or quick coupler valves, with pipe centerloaded. All water discharged during flushing shall be temporarily piped up and out of trenches, to keep trenches dry for pressure tests to follow. Install valves after approval of flushing procedure by CITY.

Flushing non-pressurized lateral lines: Laterals shall be flushed before sprinkler heads are installed. Cap all risers, apply pressure, remove caps in sequence starting at cap nearest the control valve. Replace caps before removing caps to follow; continue to end of each lateral. Flush until all foreign matter and mud is cleared of the system. Contractor to provide all materials needed for flushing operations.

Pressure testing: All pressure lines shall be tested after flushing under hydrostatic pressure of 125 lbs per square, and all non-pressure lines shall be tested for water tightness. Contractor shall provide all equipment for hydrostatic test, including force pump and pressure gauges. Pressure shall be sustained without pressure drop in main lines for not less than two hours. If leaks develop, the joints shall be replaced or leaks corrected in a mechanical manner without use of epoxy filler or other filler compounds, and the test repeated until the entire system is proven watertight. Tests shall be observed and approved by the CITY prior to backfill or before burial and concealment of lines.

Coverage test: Upon completion of each phase of the work, Contractor shall check and adjust each sprinkler head to meet the site and Plan requirements. When the sprinkler system is completed, Contractor shall perform a coverage test in the presence of the CITY representative, to determine that water applied to planting areas is complete and adequate. Contractor shall furnish all materials and perform all work required to correct any coverage inadequacies at no additional cost to the CITY. Contractor shall inform the CITY of any deviation from the plan required due to wind, planting, soil or site conditions that may affect proper coverage.

**308-6 MAINTENANCE AND PLANT ESTABLISHMENT.** Replace the entire subsection with the following:

The Establishment and Maintenance Period shall begin on the first day after all planting in this Work is completed and accepted, and shall continue thereafter until ninety (90) calendar days have passed. Notify the CITY at least seven (7) days in advance of completion. Failure by the Contractor to notify the CITY will delay the start of the Establishment and Maintenance Period.

Should the Establishment and Maintenance Period be extended beyond the prescribed 90 calendar days because of rejection by the CITY for whatever reason, the entire installation shall remain the responsibility of the Contractor unless otherwise determined by the CITY. Any rejected material shall be replaced and the 90 calendar day Establishment and Maintenance Period shall be restarted from that time for the replaced material only.

All areas landscaped under this Contract shall be maintained by the Contractor. The Contractor, without any expense to the CITY, shall weed the planted areas as needed and shall remove all accumulated debris from the landscaped areas as needed and/or as called for by the CITY.

One month after planting and once again at the end of the 90 calendar day Establishment and Maintenance Period, Contractor shall fertilize plants with 12-12-12 (N-P-K) commercial fertilizer at the rate of fifteen (15) pounds per 1,000 square feet of planting area, or as otherwise recommended in the Agricultural Soil Suitability Report.

The above fertilization schedule may be revised by the CITY if, in its opinion, optimal plant health and growth is not being obtained. The Contractor shall comply with all changes as directed.

Contractor shall continuously maintain, monitor, and adjust the irrigation system for 90 calendar days following completion as designated by the CITY. Maintenance shall include repair or replacement of defective equipment, repair of leaks, adjustment of heads, valve boxes, and other equipment to grade, filling of trenches where grade settles, adjustment of sprinkler throw patterns, addition of pressure reducing screens, flushing debris from nozzles, programming of controller as appropriate for weather conditions and plant establishment, and other work as directed by the CITY.

The Contractor shall be responsible to provide adequate water to all plants without overwatering. Water conservation is mandated. The Contractor shall obtain approval from the CITY for its proposed irrigation schedule and any changes thereto.

All sprinkler heads, valve boxes, quick coupler valves, and any other equipment that may be damaged by landscape maintenance shall be set flush to finish grade, or as

shown on the Plans, prior to final acceptance. Contractor shall replace any equipment damaged during the Contractor's Maintenance Period at no cost to the CITY.

All equipment shall be checked and adjusted as necessary in height, location, performance, and appearance prior to final acceptance. All damaged items shall be replaced with new materials of same kind at no cost to the CITY.

Items to be furnished by Contractor: Controller maintenance charts - provide hermetically sealed plastic covered charts in each automatic controller, showing only the systems operated by that controller. Charts to be as large as possible to fit door and meet approval of the CITY before being acceptable for insertion in plastic. Charts to be in controllers prior to the final observation. At the time of final acceptance, the Contractor shall deliver the following items to the CITY:

- One control valve key, 30" long, for every six remote control valves installed.
- Two special wrenches suitable for operating each type of shut-off valve installed.
- Two tools for disassembly and assembly or adjustment of each type of equipment used in this installation requiring special tools.
- One valve box key for every six lock lid valve boxes used in this installation.
- Two keys for automatic controller enclosure.
- Two quick coupler keys with hose-end fittings
- Operating instructions and parts lists, as printed by manufacturer of each type of equipment used.
- List of equipment with contact information for local manufacturer representatives.

**308-6.1 Payment.** Payment for Plant Establishment and Maintenance Period shall be on a lump sum basis per the Contract Unit Price. The Contract Unit Price shall include full compensation for all tools, materials, labor, equipment, water and incidentals to complete this work in accordance with the Plans and Special Provisions.

**308-7 GUARANTEE.** Add the following:

The Contractor, without expense to the CITY, shall adjust all irrigation heads to their appropriate operational heights, shall adjust and clean all irrigation heads so that the planting areas are properly covered as intended by the irrigation plan. Nozzles shall be adjusted or changed, or pressure-compensating screens added so as to prevent excessive overflow into the adjacent street right-of-way at no additional cost to the CITY.

The CITY reserves the right to make temporary repairs as necessary to keep the irrigation system equipment in operating condition. The exercise of this right by the CITY shall not relieve the Contractor of its responsibility under the terms of the Contract as herein specified.

Maintenance of irrigation systems shall be done by qualified and experienced irrigation pipefitters.

All twenty-four inch (24") box and larger trees installed under the contract shall be guaranteed to live and grow for one (1) year from the date of final acceptance of the contract work unless decline of the tree is specifically attributable to causes unrelated to installation, plant material quality, and the Contractor's maintenance practices.

All other plant material shall be guaranteed to live and grow for a period of ninety (90) calendar days from the date of final acceptance of the contract work unless decline of the plant material is specifically attributable to causes unrelated to installation, plant material quality, and the Contractor's maintenance practices.

Any plant material found to be dead, missing, or in poor condition during the post-construction maintenance period, shall be replaced immediately at the Contractor's expense. The CITY shall be the sole judge as to the condition of plant materials. Replacement shall be per the same specifications required for the original plantings.

During the guarantee period, should the Contractor fail to expeditiously replace dead plant material upon written notification by the CITY, the CITY shall evaluate the work to be corrected and bill the actual costs incurred to the Contractor. The date of final acceptance for the start of the guarantee period shall be following completion of the 90-day maintenance period, as designated by the CITY.

## **SECTION 315 - SIGNAGE**

### **MEDIAN SIGNS**

**General.** Installation of the median advance street signs shall conform to the project plans, these Special Provisions.

**Construction.** The advance street signs will be provided by the City and made available to the Contractor for pick-up and installation. The Contractor is responsible to coordinate receiving the sign from the City Yard, transporting and installation.

The Contractor shall be responsible for providing all necessary tools and equipment for sign installation.

**Measurement and Payment.** Advance street signs shall be measured and paid for per the Contract Unit Price.